



CONTAINING

THE TREATIES, &c., RELATING TO THE CENTRAL  
INDIA AGENCY. PART I—CENTRAL  
INDIA AND THE MEDIATIZED CHIEFS

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functionaries to whom all sentences of life and death were referred, except in the case of offences committed within the jurisdiction of the larger States, which had vitality enough to preserve peace within their limits. The minor Chiefs, other than those in whose favour an exception has been made by the Government of India, refer all serious cases, more especially those involving capital punishment, whether inter-jurisdictional or not, to the political agents concerned.

A list of the various payments made under treaty or otherwise by or to the British Government is appended to this introduction.

Rules for the amicable settlement of boundary disputes between the States of Central India by mutual agreement; and, failing that, for their judicial settlement by a boundary commission, for the demarcation of the boundary; for the erection of pillars and for their preservation; for the exaction of penalties from States whose subjects infringe the settlement; and for appeals from the decisions given, were laid down by Government in 1862. These rules formed the basis of those prepared in 1877 and at present followed in settling disputed boundary cases in Central India and Rajputana. They were slightly modified in 1891, chiefly with a view to the better protection of boundary marks.

The area of Central India, excluding Bundelkhand and Baghelkhand is about 54,596·40 square miles, with a population, by the census of 1901, of 5,765,431. These figures include railways and cantonments. Inclusive of Bundelkhand and Baghelkhand, the area of Central India is about 78,771·90 square miles, and its population, by the census of 1901, 8,628,781.

Regarding the States which are in direct treaty relationship with the British Government nothing further need be said in this place.

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The case of what are commonly called the *Mediatized Chiefs* is somewhat complicated, and the following remarks will serve to elucidate the subject :—

At the close of the Pindari war the districts in Malwa and Central India were in so disorganized a state as to be unsafe even for troops to pass through. It had been the policy of the Chief Maratha powers during the preceding years of anarchy to reduce to subjection the petty Rajput Chiefs within their influence. The Maratha leaders parcelled out the

districts among themselves either by mutual agreement or caprice, or according to their power to enforce obedience to their will and authority. Thus it came to pass that at the time of the introduction of the British power, the smaller States were found under tributary obligations to Sindhia, Holkar, or the Puars of Dhar and Dewas, and sometimes to all these Chiefs. The tributary claims of the Maratha States were occasionally fixed and well defined, but generally varied, both in amount and in the regularity of their enforcement, with the power to exact them. Many of the smaller Chiefs, who had been driven from their possessions, found refuge in the hill fastnesses and jungles, and avenged themselves by levying contributions from, or altogether destroying, the detached villages which had been usurped by the stronger powers. Their example was imitated by men who, without any claims to territorial inheritance, had influence enough to gather round them a sufficient number of robbers to make themselves feared. Unable to suppress such outrages, the larger States found themselves compelled to purchase the good-will of the plundering leaders by allowing them a share of the revenues of their districts as black-mail, or tankha, on condition of their abstaining from aggressions.

Such a system could only exist in the absence of a power sufficiently strong to enforce peace and good order. For the pacification of the country all parties eagerly solicited the interference of the British Government, who the more readily undertook the task because of the opportunity which it afforded them of breaking the continuity of the influence of the Maratha powers, with whom they had recently been engaged in a contest for empire, by establishing throughout Malwa a succession of Rajput Chiefs and others owing the security of their estates and the comparative independence of their position to the intervention of the British Government. The policy pursued by the British Government was to declare the permanency of the rights existing at the time of the British occupancy on condition of the maintenance of order ; to adjust and guarantee the relations of such Chiefs as owed mere subordination or tribute, so as to deprive the stronger powers of all pretext for interference in their affairs ; and to induce the plundering leaders to betake themselves to peaceful pursuits either by requiring their superiors to grant them lands under the British guarantee, or by guaranteeing to them payments equivalent to the tankhas which they levied.

The results of these measures, as described by Sir John Malcolm, were a virtual surrender of the supremacy over the petty States\* and Chiefs to the British Government ; the reduction of the military classes to the control

\* The three schedules appended to Malcolm's Report on Malwa (History of Central India) contain lists of most of the Chiefs who had received guarantees. The engagements with nearly all of these will be found in the following pages of this book. But of some whose names are entered in Malcolm's lists no trace can now be found. It will be convenient for purposes of reference to note these here :—

*Extract from the schedules appended to Malcolm's History of Central India, showing those petty Chiefs, Girasias, etc., who received guarantees at that time, but who cannot now be traced.*

No.	Names of Chiefs and those on whom they have claims.	Amount, and conditions under which it is paid.
SCHEDULE II.	17 Rawal Nawal Singh on the Nawab (Bhopal).	5,000 Rupees annually to be paid from the kachahri.
	45 Nawal Singh on Holkar .	40 Rupees annually. (Note.— This Nawal Singh is supposed to be the same as No. 17.)
	49 Rao Zalim Singh on Kota .	400 Ditto ditto.
SCHEDULE III.	13 Bishan Singh, Mandloi, with Bhikaji, Kamasdar of Dargaon.	Bishan Singh claimed certain dues from the pargana which the Kamasdar refused as being unjust. On reference, Sir J. Malcolm decided that the former should have 5 per cent. dami land, agreeably to the existing sanad; Rupees 4 bhet from each village; Rupee 1 bhet for each renewed patta; two villages in inam; and quarter of the collections on sayar, etc., 29th November 1819.
	20 Sudhan Singh of Bhitwara with Bhawani Das.	This was a dispute between Sudhan Singh and Bhawani Das, because the latter appropriated to himself the donations to the god Devi; settled that Sudhan Singh pay Bhawani Das a certain sum, and the latter not to interfere with the collections [made from devotees, 4th December 1819.
	23 Mohan Singh with the Holkar State.	Mohan Singh's father held 300 bighas of land for village service from the Government, but on his death the land was resumed; settled that Mohan Singh receive a grant of 100 bighas in inam, June 1820.
	25 Unkar Lal, Zamindar, with Manik Ramjani.	Unkar Lal to pay Rupees 500 annually to Manik Ramjani, whose nose had been cut off at the instigation of Unkar's mother, and who also was plundered of all her property, September 1820.
	35 Rao Devi Singh Gond .	A jagir of Dhairi, and a bhet of Rupees 5, and Rupees 2 per cent. on the revenue from each village in Nimanpur Makrai. (Note.— A settlement of this kind was made DIRECT between the Dhar Darbar and Devi Singh, but NOT under the guarantee or through the mediation of the British Government. No trace of such guarantee is to be found among the Darbar records.)
	36 Gulab Rao Gond .	Ramgarh in jagir; a bhet of Rupees 5 from each village; a dami of 1 per cent. on the revenue. (Note.— This man was charged with cattle-lifting in 1834. Probably his rights were confiscated.)

whose sanads contain no such stipulation. The policy of the British Government towards the guaranteed Chiefs in respect to the devolution of the guarantee, the recognition of successors whether natural or adopted, and the levy of nazarana, is governed by the following general rules:—

(1st) The guarantee given by the British Government descends in all cases to direct heirs.

(2nd) When there are no direct heirs the previous recognition by the British Government of an adopted heir is, as a rule, essential to the continuance of the guarantee: with this previous sanction the guarantee descends to an adopted heir.

(3rd) When previous sanction has not been obtained, the guarantee does not descend to adopted heirs, unless the adoption subsequently obtains the formal sanction of the British Government.

(4th) When there are no heirs, direct or adopted, the escheat of the guaranteed estate or tankha is to the superior Chief and not to the British Government.

(5th) When the interference of the superior in the affairs of the subordinate Chief is expressly barred by the terms of the guarantee, the decision of all questions relating to succession, direct or by adoption, rests solely with the British Government.

(6th) When there are direct heirs to an estate or tankha, the sanad for which does not expressly bar the interference of the superior Chief, the decision regarding the succession and the continuance of the guarantee rests solely with the British Government; but the superior Chief has a right to be heard if he has any reasonable objections to bring with reference to either (a) the legitimacy, or (b) the directness of the descent.

(7th) When there are no direct heirs to such an estate or tankha, and the British Government sanctions the succession of an adopted heir, the superior is entitled to a hearing of his claim to the escheat; but he has no concurrent authority with the British Government in deciding the question of succession, nor, where a British guarantee is involved, can he take any step in recognition of an adopted heir in advance and independently of the British Government.

(8th) Tankhadars have no power over the tankhas beyond their own lives, and no right to burden them with sums payable after their death.

(9th) When the terms of the guarantee exclude the interference of the superior Chief, the subordinate Chief is not liable to pay nazarana. In other cases a nazarana equal to one-fourth of the net revenue of the guaranteed estate or tankha may be levied by the superior Chief on the occurrence of a

succession by adoption to the guaranteed estate or tankha. On such occasions the superior Chief gives to the subordinate a dress of honour equal in value to one-fourth of the nazarana.

(10th) None of the mediatized Chiefs have power of life and death. They must submit all trials for heinous crimes, and all sentences of death, or transportation or imprisonment for life, to the local officers of the British Government.

In the year 1889 Rules were framed, with the approval of the Government of India, for facilitating the pursuit, apprehension and extradition of criminals between some of the States of Central India, such as Bhopal, Rajgarh, and Narsingarh. These rules are now observed by all the States in Central India.

*Daly, or Residency. College.*—Before 1882 there were no special arrangements for the education of the sons and other relations of Chiefs in the Central India Agency. In that year a separate building was taken for the purpose, and a suitable staff entertained. In 1885 a new college building, which had been specially constructed from subscriptions given by the Chiefs and leading Nobles, etc., of Central India to commemorate the services to Central India of General Sir Henry Daly, was formally opened by the Viceroy under the title of the Daly (or Residency) College. The Gwalior and Indore Darbars have built separate boarding houses attached to the college. In 1905, as a result of a movement which was instituted by the representative Chiefs from Central India, who were present at the Ajmer conference on Chiefs' colleges in March 1904, the Government of India decided to place the Daly College at Indore on the same footing as the Mayo College at Ajmer. Twelve lakhs of rupees were subscribed by the ruling Chiefs and Thakurs of Central India, about two-thirds of which forms an endowment fund for the college, the remaining third being devoted to the construction of boarding houses, and other buildings.

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*List of payments made by Native States to the British Government—referred to in the fifth paragraph of the foregoing narrative, page 2.*

Name of State.	Amount in British currency.	On what account.	REMARKS.
	<i>Rs. a. p.</i>		
Gwalior . . . . .	19,656 0 4	For Malwa Bhil Corps .	Credited to the Indore Treasury.
" . . . . .	34,398 0 6	Amjhera tribute, transferred to British Government for the Gwalior Contingent by Treaties of 1844 and 1860.	" " "
Indore . . . . .	659 11 11	Tankha to the Chiefs of Sailana and Bakhtgarh.	" " "
" . . . . .	5,285 6 4	Annual payment by Holkar on account of excess land made over to him in the territorial exchanges of 1861.	" " "
Bhopal . . . . .	1,61,290 5 0	For the Bhopal Battalion .	" Bhopal "
Dhar . . . . .	6,601 11 1	For the Malwa Bhil Corps .	" Indore Vide Foreign Department "No. 503-I.P., dated 27th May 1880.
Dewas . . . . .	28,474 9 4	In place of the quota of troops formerly maintain- ed by the two Rajas as part of the Malwa Contingent.	Credited to the Indore Treasury.
Jaora . . . . .	1,37,127 5 4	In place of the quota of troops formerly maintain- ed as part of the Malwa Contingent.	" " "
Ratlam. . . . .	65,520 0 0	Tribute originally paid to Sindhia but transferred to British Government for the Gwalior Contingent under Treaties of 1844 and 1860.	" " "
Sailana. . . . .	32,760 0 0	Tribute originally paid to Sindhia but transferred by him to British Government for Gwalior Contingent under Treaties of 1844 and 1860.	" " "
Jhabua . . . . .	1,271 3 0	For the Malwa Bhil Corps .	" " "

The amounts of contribution for the Malwa Bhil Corps and the Amjhera tribute are Hali Rupees 20,000 and Hali Rupees 35,000 respectively.

The amounts given in column 2 are taken from the table of treaty payments issued by the Comptroller of India Treasuries. These amounts fluctuate according to the variations in the rate of exchange between Hali Sica and the British currency. The question of adopting a fixed rate is receiving attention.

*Payments made by the British Government to Native States.*

Name of State.	Amount in British currency.	On what account.	REMARKS.
Gwalior . . . . .	<i>Rs. a. p.</i> 6,00,000 0 0	Interest on railway loan of 150 lakhs.	Payable in two equal instalments on 1st April and 1st October of each year.
" . . . . .	12,00,000	Annual instalment for the re-payment of the loan of 3½ crores of rupees to the Government of India by the Gwalior State.	Re-payment commenced on the 15th December 1895.
" . . . . .	3,12,500 0 0	Salt compensation . . .	Paid in two equal instalments on 1st April and 1st October of each year.
Indore . . . . .	61,875 0 0	" . . . . .	Paid on 18th November of each year.
" . . . . .	25,423 11 7	Bundl lands; compensation to Holkar for one-third of the Kishoree Patan pargana made over to Bundl under the Treaty of 1818.	Paid on 1st June of each year.
" . . . . .	57,874 3 2	Parabgarh tribute, in consideration of the political influence lost by Holkar under the Treaty of Mand-saur.	Paid on 1st March and 1st September of each year in two equal instalments.
" . . . . .	4,50,000 0 0	Interest on railway loan of 100 lakhs.	Paid in two equal instalments on 6th June and 6th December of each year.
Bhopal . . . . .	10,000 0 0	Salt compensation . . .	Paid on 19th September of each year.
Dewas [S. B.] . . . . .	412 8 0	" . . . . .	Paid on 4th August of each year.
" [J. B.] . . . . .	412 8 0	" . . . . .	" "
Jaora . . . . .	2,500 0 0	" . . . . .	Paid on 21st July of each year.
Ratlam . . . . .	1,000 0 0	" . . . . .	" 24th June "
Sailana . . . . .	412 8 0	" . . . . .	" 1st August "
Sitaman . . . . .	2,000 0 0	" . . . . .	" 1st June "
Rajgarh . . . . .	618 12 0	" . . . . .	" 1st August "
Narsingarh . . . . .	618 12 0	" . . . . .	" 5th " "
Datia . . . . .	10,000 0 0	" . . . . .	Paid in two equal instalments on 1st April and 1st October of each year.
Samthar . . . . .	1,450 0 0	" . . . . .	Paid on 1st October of each year.
TOTAL . . . . .	27,37,097 14 9		

*Note.*—For detailed reference, *vide* table of treaty and other payments issued by Comptroller of Indian Treasuries.

## I.—GWALIOR RESIDENCY.\*

### (I) GWALIOR.

Ranuji, the founder of the Sindhia family, began his career in the service of Balaji Baji Rao Peshwa, by whom he was appointed to a command in the Paigah or body-guard. From this point his rise to the first rank of the Maratha Chiefs was rapid. He died in 1750 in Malwa, where he had acquired some possessions, and was succeeded by his eldest son, Jayapa, who was killed at Nagor in 1759. Jayapa was followed by his son, Jankuji, who was in 1761 wounded and taken prisoner at Panipat and was put to death. His uncle, Madhuji Sindhia, the youngest son of Ranuji, then succeeded to the Chiefship.

Madhuji Sindhia was present at the battle of Panipat in 1761, in which he was severely wounded. After the disastrous flight of the Marathas, Sindhia, like other Maratha Chiefs, lost his possessions in Malwa. On the return of the Marathas to Hindustan in 1764, the most active of the predatory leaders was Sindhia, whose formidable army, organised under French officers, made him in reality the ruler of Hindustan, though nominally the servant of the Peshwa.

Madhuji Sindhia played a most important part in the struggle which took place for the Peshwaship after the death of Madhu Rao Balal in 1772 (see Peshwa, Vol. VI). He was the chief support of the party of Nana Farnavis. It was the policy of the British Government to secure peace by concluding a separate treaty with Sindhia, and then using him as a mediator with the other parties; but Sindhia's ambition and his insistence on some of the inadmissible conditions of the convention of Wargaon (1779) defeated the negotiations which had more than once been commenced. The reverses, however, which he met with from a force which had invaded his territories from Bengal for the purpose of creating a powerful diversion brought him to terms, and a Treaty (No. I) was concluded with him by Colonel Muir on 13th October 1781, by which the respective forces of Colonel Muir and Sindhia were withdrawn, and Sindhia agreed to use his good offices to effect a peace, and failing that to remain neutral. Peace was concluded with the Marathas by the treaty of Salbai on the 17th May 1782, Sindhia being the guarantee for its observance. Under the third article of this treaty the right of the British Government to the pargana and town of

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\* The Residency is controlled by a Political Officer known as the Resident at Gwalior.



the broken Maratha confederacy. Sindhia made no movement indicative of a design to aid the Peshwa, although he was no doubt hesitating as to the line he would take. When the resolution was formed to commence a system of political alliances against the Pindaris, negotiations were early opened with him, and the disposition of troops was so made as to compel him to either enter into the views of the British Government or range himself on the side of the Pindaris at the very outset. The points to be carried were his co-operation against the Pindaris and the abrogation of article 8 of the treaty of 1805, which restrained the British Government from forming engagements with the Rajput States. This treaty indeed had been regarded as substantially annulled in consequence of Sindhia's repeated infractions of it by his secret intercourse with the Pindari leaders. Still Government was willing, if Sindhia cordially entered into its measures, to leave him in all other respects the full benefit of former treaties and to guarantee to him the tribute of those States. To secure his co-operation, he was to surrender the tribute for three years; to put his troops in fixed positions, whence they were not to move without the consent of the British Government; and to give up the forts of Asirgarh and Hindia both as security for the lines of communication and as a guarantee for the performance of his engagements. These objects were secured by the Treaty of 5th November 1817 (No. VII).

The open defection of the Peshwa and the Raja of Berar shook the fidelity of Sindhia to his engagements. The strong fortress of Asirgarh was not surrendered as stipulated for by the treaty, and it therefore became necessary to reduce it by force. In the captured fort a letter was found in which Sindhia directed the Governor to obey all orders of the Peshwa, who, by attacking the Residency at Poona, had declared war with the British Government. In consequence of this want of good faith Sindhia was required permanently to cede the fort of Asirgarh.

In the following year, 1818, a Treaty (No. VIII) was made with Sindhia for the adjustment of boundaries, the British Government receiving Ajmer and other districts, and ceding lands of equal value.

Daulat Rao Sindhia died in March 1827. He left no son, and had repeatedly evaded the advice of the Resident to adopt a successor, leaving it to the British Government to do what they might think proper. In accordance, however, with what was believed to be the last wishes of Daulat Rao, a youth of eleven years, named Mugat Rao, of an obscure branch of the family, but declared to be the nearest relation of Daulat Rao, was adopted; was married to the grand-daughter of Daulat Rao, by Baiza Bai; and was placed

was in excess of the funds allotted to meet it. It was therefore agreed (No. IX) in February 1820 to reduce the force so as to bring the cost within the sum originally assigned for its payment, and that for the debt due on account of it by Sindhia certain districts should be temporarily transferred to the British Government. On the death of Daulat Rao his annual grant of four lakhs, which he had assigned in part payment for the contingent, ceased and some other arrangement became necessary. A loan of eighty lakhs of rupees at 5 per cent. was taken from the Baiza Bai, but as this arrangement proved inconvenient, the loan was paid off; and in 1830 the funds allotted for the payment of the contingent stood as follows :—

Allowance of Baiza Bai from the British Government	. Rs.	2,00,000
Kotah tribute	. . . . .	„ 1,06,118
Kotris „	. . . . .	„ 10,998
Jodhpur „	. . . . .	„ 1,04,004
Ratlam and Sailana tribute	. . . . .	„ 1,21,380
Revenues of Garhakota	. . . . .	„ 35,000
Do. of Malthon in Saugor	. . . . .	„ 20,000
Do. of Yawal, Chopra, etc., in Khandesh	. . . . .	„ 90,000
TOTAL	. . . . .	<u>6,87,500</u>

The total was still less than the cost of the contingent, which was Rs. 7,09,224.

When the Baiza Bai fled from Gwalior the revenues of her jagir were no longer available for the payment of the contingent, and a corresponding reduction of the force became necessary. But this was no sooner resolved on than the Darbar demanded that the revenues of the Khandesh and Saugor districts, which had formed part of the territories restored to Sindhia under the 6th article of the treaty of Sarji Anjangaon, should be given back; that only the tributes from the Rajput States, amounting to Rs. 3,42,500, should be retained; and that the contingent should be still further reduced to correspond with this diminution of the funds. By the treaty of 1820, it was optional with the Government of India, on the extinction of the debt, either to restore these districts, or to pay rent for them, or to give other lands in exchange.

It was finally arranged that besides receiving the Rajput tributes the Government of India should retain the management of the districts of Garhakota and Malthon in Saugor, which yielded Rs. 75,000; that the Khandesh districts should be restored to Sindhia; and that in lieu of them Sindhia should pay a sum of Rs. 66,926-8 a year, which was equivalent to

their net revenues. No written engagement was concluded, but the contingent was reorganised in accordance with the above arrangement, and Sindhia promised to take measures for the proper management of the country, and to respect the settlements which the Government of India had made with the Bhils.

The Court of Directors, however, were of opinion that the restoration of the districts was not required by the terms of the engagement of 1820; that Sindhia was not likely to respect the Bhil settlements; and that there was danger of the country relapsing into anarchy by its transfer to Sindhia's government. They therefore desired that measures should be taken for obtaining the retrocession of the districts to the British Government. But the Darbar was unwilling to part with them, and Government at last resolved not to press the matter. The Darbar, however, was emphatically told that Government would not permit these districts to become haunts of oppression and disorder dangerous to neighbouring territories, and that if mismanagement should occur of a nature to endanger the security of the surrounding districts, the parganas would be at once taken possession of by the British Government and not again restored.

In 1823 the districts of Kandwai, Barwai, Punasa, Sailani, and the village of Dhangaon, and in the following year the districts of Asir (with the exception of three towns), Bhamgarh, Mundi, Bilora, Atud, Deori, and Piplod, were made over (No. X) by Sindhia to the management of the British Government. Deori was subsequently ceded permanently to the British Government in exchange for Shujawalpur, but the tenure of the other eleven districts remained unchanged. The measure was in a manner forced on the Darbar, who long continued to urge their right to the restoration of the districts. But in 1837 it was decided that the transfer of these districts to the administration of the British Government was an arrangement not revocable at the will of the Gwalior Darbar, and that the districts could not be relinquished without disappointing the expectations of the people and danger to the general tranquillity and to the freedom of commercial intercourse with Bombay. These districts were ceded to the British Government in full sovereignty under the treaty of 1860.

In 1831 the exchange of the pargana of eastern Shujawalpur for Sindhia's districts of Deori, Gaurjhamar, Chanwarpatha, Tendukhera and Naharmau was negotiated. The revenues of Shujawalpur were about Rs. 90,939, and those of Sindhia's districts Rs. 87,305. A money payment of Rs. 3,634 remained therefore to be made to the British Government by the Gwalior Darbar. The Court of Directors disapproved of this exchange

of territory, but as the arrangement was convenient for both parties, and its cancelment would be very unpalatable to the Gwalior Darbar, Government finally resolved not to disturb it. The Resident, however, was required, without inviting complaints, to use his influence to prevent injury to the inhabitants. Guarantees were given for life to four persons who had received jagirs in Shujawalpur from the British Government. Rajan Khan, a Pindari leader, brother of the notorious Chitu, had also received a life grant\* of lands in Shujawalpur. He died during the negotiations for the exchange, and the lands, the value of which had been excluded from the estimated value of Shujawalpur, were continued to his family, and Sindhia was required to abstain from any arbitrary measure of resumption. Questions of succession to this jagir are usually decided by the British Government and the decision is communicated to Sindhia.

The rule of Maharaja Jankuji Sindhia was very weak. Although the Baiza Bai† had no strong party within Gwalior territories, she did not cease to intrigue and to use freely for this purpose Rs. 37,00,000 deposited in the Benares treasury, which sum, by the arbitration of the British Government, acquiesced in by Sindhia, was declared to be her private property. The Mama Sahib, the Maharaja's maternal uncle, occupied the post of minister during the greater part of his rule. But the court was a constant

\* *Translation of the Sanad granted to Rajan Khan, dated 5th March 1826.*

Be it known to the Chaudhris and Kanungos of pargana Shujawalpur that, in accordance with the orders of Government, three villages in the pargana have been granted in jagir and two villages on an istimrar lease to Rajan Khan during the period of his own life. He will accordingly possess the undermentioned villages without molestation. He will conciliate the inhabitants of the above five villages, maintain their prosperity, evince his attachment and obedience to the government, and pay the established rent into the Government Treasury.

*Jagir Villages.*

Piplianagar, Khajuria Alidad, Jabria Bhil.

*Istimrar Villages.*

Dugri and Jabri, to pay for the Fasli year 1233, Rupees. 400,

„ for Fasli 1234, Rupees 400,

„ for „ 1235 „ 400,

„ for „ 1236 „ 480, and

„ for „ 1237 „ 500

After the last mentioned period Rs. 500 will be annually taken for the two villages.

(Note.—See *Pindara Jagirs, Jabria Bhil, Bhopal Agency.*)

† The Baiza Bai was eventually permitted to return to Gwalior, where she died in

scene of feuds and struggles for power among the nobles, while the army was in a chronic state of mutiny. The weakness of the internal government prepared the way for the hostilities with the British Government which broke out shortly after the Maharaja's death, and resulted in an entire change of the British policy towards the Gwalior State.

Jankuji Sindhia died on the 7th February 1843. He had no children, and had expressed no wish regarding the succession, although repeatedly and earnestly urged by the Resident to do so. Tara Rani, the Maharaja's widow, a young girl of twelve years of age, adopted, with the concurrence of the Chiefs of the State and the army, Bhagirat Rao, son of Hanwant Rao, usually called Babaji Sindhia. He was the nearest relative, though a very distant one, of the late Maharaja, and the adoption was recognised by the British Government. The boy was then about eight years of age. On his accession he assumed the title of Ali Jah Jayaji Rao Sindhia. The adoption of a boy too young to administer the government rendered necessary the appointment of a regent. The Mama Sahib, who appeared to possess the greatest influence and was attached to British interests, was chosen by the Chiefs of Gwalior as regent. His selection was reported to give universal satisfaction to the troops and people; and he was accordingly recognized by the British Government as the responsible head of the State during the minority, and was assured of support. For three months affairs went on smoothly; but intrigues were carried on against the Mama Sahib in the palace by a party headed by Dada Khasgiwala, who gained over a portion of the army to his cause. The commencement of the intrigue is attributed to apprehensions instilled into the mind of the young Maharani that the Mama Sahib, whose daughter was married to the Maharaja, would supersede her authority, and it ended in the expulsion of the Mama Sahib from Gwalior and the establishment of the influence of Dada Khasgiwala, notwithstanding the remonstrances of the Resident and the British Government.

Dada Khasgiwala showed himself to be hostile to the interests of the British Government. Offices were taken from those who were supposed to be favourable to the maintenance of friendly relations, and persons, who at the request of the Resident had been expelled from Gwalior by the late Maharaja, were recalled and restored to office. Such proceedings could not be viewed otherwise than as an affront to the British Government. They were accompanied by the assemblage of large bodies of mutinous troops at Gwalior, by a threatened attack on Sironj in the territories of the Nawab of Tonk, where the Mama Sahib had taken refuge, and by disorders on the

frontier at a time when war on the Sutlej was impending. Moreover it was necessary to secure the communications of the British army by the re-establishment of a friendly government in its rear at Gwalior. Thus the direct interference of the British Government was demanded in the interests, not only of the Gwalior State, but also of the British possessions.

Accordingly, the representative of the British Government was withdrawn from Gwalior until either a settled government should be established at Gwalior or his intervention should be solicited by the Maharani and the Chiefs for the restoration of order. Before final measures were taken the Resident wrote to the Maharani in reply to a letter in which she had invited his return, stating the conditions under which alone friendly relations could be re-established, and requiring the banishment of Dada Khasgiwala, whose presence was the only obstacle to the restoration of friendship. This letter was intercepted by Dada Khasgiwala, whose right to interfere in the affairs of the State had never been admitted by the British Government, and he concealed its contents from the Maharani. This act was considered to be a virtual assumption of the powers of government by Dada Khasgiwala and a supersession of the authority of the Maharani and the young Chief, whose position and supremacy the British Government were bound by treaty to maintain. A demand was therefore made for Dada Khasgiwala's surrender as the preliminary condition of further friendly intercourse. The objects proposed by the British Government were the surrender of the person of Dada Khasgiwala as reparation for the affront that had been offered to Government; security for the tranquillity of the frontier; and the reduction of the mutinous army, which possessed the real power in Gwalior and overawed the government of the State. Dada Khasgiwala was seized by the Chiefs who were favourable to the restoration of peace, but he was released by the portion of the army whose support he had bought; and it was only on the advance of a British force towards Gwalior that he was surrendered.

It remained now to negotiate measures for the formation of an efficient government and the reduction of the army. For this purpose an interview was agreed upon between the Governor-General and the Maharaja to take place at Hingona on the 26th December 1843. The day passed without the appearance of the Maharani and her son, who were held in restraint by the mutinous troops. On the 29th December, when the British army was taking up its advanced ground, it was fired on by the Gwalior troops. The battles of Maharajpur and Panniar were fought on the same day and ended in the total defeat of the Gwalior army, and the

been made in 1854, but had in the interval remained in abeyance, for an exchange of territory with Sindhia. The new treaty provided for the restoration to Sindhia of lands from the assigned districts yielding three lakhs of rupees a year ; for the cession of the town of Burhanpur and the district of Zainabad in exchange for the town and part of the district of Jhansi ; for the exchange of Sindhia's five districts in Guzarat, the pargana of Kanjia, the annual payment from Barwa Sagar, and all his territories south of the Narbada, with the exception of seven hereditary villages, in return for lands of equal value on the Sind and Betwa rivers; for the cession to the British Government in full sovereignty of all the districts, etc., assigned in 1844 which might remain after the above exchanges should be effected ; and for the substitution of a subsidiary force costing not less than sixteen lakhs a year in the place of the extinct contingent.

All pensionary and charitable allowances and religious endowments assigned on the lands transferred to Sindhia under the treaty of 1860 in exchange, whether originally ceded districts or British territory, are paid by the British Government ; because, though the treaty of 1860 provided for the calculation of the value of the lands to be mutually exchanged on the gross revenues, all cash assignments of the nature in question, which were very common with the Marathas, were deducted in the valuation statement of the Gwalior Darbar. In the case of the pargana of Nimach, which was given as a reward to Sindhia for services during the mutiny, the Maharaja was informed that the continuance of pensions and allowances was discretionary. The aggregate annual charge on both the lands exchanged and those given in reward was Rs. 7,462-11-5 ; deducting from this Rs. 5,189-13-9, chargeable to the revenues of Nimach, an annual payment of Rs. 2,272-13-8 is made on this account.

Subsequently to the conclusion of the treaty of 1860 it was ascertained that the Char Thana estate, which formed one of the items of the assignments under the treaty of 1844, had never been taken over by the British Government, and had been allowed virtually to cease to form one of the ceded items, as its revenues never appeared in the annual accounts, which were made up without reference to them. A note to this effect was entered opposite this item in schedule A appended to article 7 of the treaty of the 12th December 1860, and the necessary corrections were made in the number of villages, and in the amount of their gross value in schedule C. Char Thana was subsequently included in the exchanges with the Gwalior State, the Darbar receiving credit in the account for its gross value Rs. 1,197-6-8.

In 1861 the Maharaja gave up the hereditary villages in the Deccan reserved to him under the 4th article of the treaty for an equivalent on the Pahuj river.

In 1864, after the exchanges effected by the treaty of 1860 had been finally adjusted between the British Government and the Maharaja, there still remained a balance of Rs. 4,994-0-10 in his favour in excess of the land, and as there was no land then available an annual cash payment was made to him. To this arrangement Sindhia was averse, and it was eventually decided to give him an equivalent in land out of the pargana of Bhandar, in the Jalaun district, which had been ceded to the British Government under the treaty of 1860. It was also decided to cede to the Maharaja territory of the annual value of Rs. 10,000 as an equivalent for lands taken up for the extension of the Morar cantonment, the Maharaja being left to settle the details of compensation with the proprietors and others interested in the alienation of the land.

In the meantime the British Government had undertaken negotiations for the transfer to the Nizam of ten ancestral villages possessed by Sindhia within the Hyderabad territories. These villages had enjoyed an exemption from the jurisdiction of the Nizam's Government, which in the interests of the general peace of the country could not be allowed to continue. Sindhia consented to cede these villages to the British Government on condition of receiving from it an equivalent in lands bordering on his territory north of the Narbada, while the British Government were to transfer the ten villages by a separate exchange to the Nizam, receiving in lieu of them an equivalent in Hyderabad villages on the Bombay frontier (see Hyderabad, Vol. IX). The villages were valued by a British officer, by whose decision Sindhia and the Nizam agreed beforehand to be bound, at Rs. 15,000 a year.

It was settled that all these exchanges should form one transaction and be included in a supplementary treaty. An annual payment to Sindhia of Rs. 452-9-4, representing village-rights and holdings in the Poona Collectorate, was afterwards included in the list of claims. From this must be deducted an annual payment by Sindhia of Rs. 325-13-9 on account of other holdings in the Deccan and the equivalent of the revenue of the jagir of Anai in the Poona Collectorate, *viz.*, Rs. 2,602-13-0 per annum, which at the request of the Maharaja was conferred by the British Government on his minister, Dada Ganpat Rao Khadke. The result of the settlement showed that territory to the annual value of about Rs. 27,500 had to be made over to the Maharaja and his heirs in perpetuity, and a Treaty



(No. XIII) embodying these arrangements was concluded with Sindhia on the 2nd December 1871. The account was finally closed by a cash payment of Rs. 29,658-1-9, representing one year's payments on account of the balance due under the treaty of 1860 for the land ceded for the Morar cantonment and for Sindhia's Hyderabad villages, up to the date of the actual transfer of the villages ceded in exchange to him.

After the capture of Gwalior by the force under Sir Hugh Rose in 1858, British troops continued to occupy the fort of Gwalior. During the negotiations, however, which ended in the treaty of the 12th December 1860, Lord Canning promised that the fort should be restored to Sindhia when this could with safety be done. This promise was repeated to Sindhia by Lord Elgin. Its fulfilment depended on the withdrawal of the British force from Morar to some more eligible station, which was at that time contemplated. It was, however, decided in 1864 that the cantonment of Morar should be maintained, and this necessitated the continued tenure of the Gwalior fort by British troops. Sindhia agreed on the 29th March 1864 to give up his right to the restoration of the fort on receiving an increase of twelve guns to his artillery, and on condition that his flag should fly on the ramparts of the fort; that he should be saluted from its guns; and that if at any time the British Government should withdraw from its occupation he should be allowed to occupy it with his own troops. The documents (No. XIV) recording these arrangements, *viz.*, Sindhia's letter of the 29th March, and the Governor-General's letters of the 12th April and 21st December 1864, which modify the 9th article of the treaty of 1860, are held to constitute supplementary articles of that treaty. The twelve guns referred to were supplied in the shape of two complete batteries of 9-pounder guns. In 1865 Sindhia received two 18-pounder guns in place of two of smaller calibre which were given up.

In 1856 the Maharaja being anxious to have the army under his immediate control withdrew the troops, amounting to 1,500 infantry, 12 guns, and 4,000 cavalry, from provincial service, and proposed to entertain in their place a body of Najibs 3,000 strong for police. These 3,000 men were to be formed into three police corps; one to be stationed in Malwa, another in the Chambal district, and the third in Isagarh and the Bundelkhand frontier. This was sanctioned by Government on the understanding that the Najibs were to constitute a police and not a military force. In process of time these men came to be regularly drilled soldiers, and in 1866 the Maharaja urged that the Najib battalions should be organised on the same *quasi-military* footing as British police battalions were at the time of the

enlistment of these men. He also asked that article 9 of the treaty of 1860 might be modified, so as to admit of these men being added to the regular strength of the army. The request was negatived as being contrary to treaty and opposed to the conditions on which the Maharaja had been allowed to raise the Najib battalions. The Maharaja accordingly re-organised them on the footing of police.

In 1855 the Gwalior Darbar agreed to spend four lakhs of rupees on the construction of the portion of the Agra and Bombay road running through its territory. Up to the time of the mutiny Sindhia had paid three lakhs of rupees, and from 1858, when the construction of the road was resumed, to 1860 between two and three lakhs more. In the latter year a fresh arrangement was made by which the Maharaja agreed to contribute Rs. 50,000 a year for six years towards the completion of the road, and thereafter an annual sum of Rs. 12,000 towards its repairs. In 1867 Sindhia agreed after some discussion to allot, in lieu of the annual payment of Rs. 50,000 for the Agra and Bombay road, Rs. 63,000 annually for such portions of six roads named by him as lay in Gwalior territory; this sum was to be apportioned by the British Government in any way it pleased until four-fifths of the entire cost of the roads had been made up. In 1883 it was found necessary to reconsider these arrangements, and it was then agreed for the future that, after the payment by Sindhia of the arrears that had accumulated under the former condition, he should contribute in April of each year Rs. 50,000 towards the repair of roads in his territory in lieu of all his existing payments under that head.

In August 1887 the council of regency made a formal request that all the roads in Gwalior territory then under the charge of the Public Works Department of the Central India Agency should be made over to the administration of the Gwalior State. The Government of India agreed to the transfer on the condition that the roads which are important from an imperial point of view should be kept in thorough order and to the satisfaction of the Government of India, who would make arrangements for examining them from time to time; and that if at any time the State should fail to keep the roads up to the required standard, the Government would resume charge, the whole cost of such resumption and of future maintenance being chargeable to the Gwalior State. The transfer was accordingly carried out with effect from the 1st of June 1888, and the yearly contribution of Rs. 50,000 formerly paid by Gwalior ceased from that date.

In 1890 an Agreement (No. XV) was made by the British Government between the Gwalior and Ratlam States for the construction by the former of a metalled road, of which a portion runs through the Ratlam State.

The Raja of Amjhera,\* tributary to Sindhia, formerly paid to the Gwalior State a yearly tribute of Hali Rupees 35,000, under an engagement mediated by the British Government. This tribute was part of the sums assigned in 1844 for the payment of the contingent, and is now payable by Sindhia to the British Government under the treaty of 1860. Besides this the Maharaja contributes Hali Rupees 20,000 a year towards the payment of the Malwa Bhil Corps. Formerly Sindhia contributed only Hali Rupees 8,000 to this corps and the Raja of Amjhera contributed Hali Rupees 4,000. But when Amjhera was confiscated and made over to Sindhia in consequence of the rebellion of the Raja in 1857, the arrangement was made subject to a payment of Hali Rupees 20,000, no further contribution being required on account of Gwalior.

In 1859 Sindhia agreed to give all land which might be required for railway purposes in Nimar, and to compensate the proprietors, except in cases where the property was of special value. Jurisdiction over all persons residing within railway limits was to rest with the railway authorities; but disputes between railway servants and Gwalior subjects were to be referred to the Agent to the Governor-General for Central India. On the transfer of Nimar to the British Government in 1861, compensation to the amount of Rs. 5,098 was paid by Government on account of land taken up by the railway. In 1864 the Maharaja agreed (No. XVI) to cede to the British Government, in full sovereignty, such land as might be required for either of the then proposed lines of railway from Indore to the valley of the Narbada and Baroda, and also to exempt from transit duties all through traffic by the lines in question. Sindhia subsequently preferred a request that all the concessions regarding the treatment of offences and offenders within railway limits, which had been accorded to Holkar in the case of a similar grant of lands for railway purposes, might also be extended to him; this was agreed to, and the terms settled between the British Government and Holkar were detailed in an explanatory Memorandum (No. LIX).

In 1860 Sindhia consented to the construction of a bridge by British agency over the river Chambal. After considerable discussion it was decided that Sindhia should share with Dholpur in the net profits of the bridge and ferry at Rajghat, and that Dholpur should receive a moiety of the profits appertaining to Sindhia's ferry at Khantri (*see* Dholpur, Vol. III).

In 1865 Sindhia, having lost his infant son, the third in succession which had died, obtained the sanction of Government to adopt an heir to his

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\* *See* below Mediatized Chiefs.

lines. These loans were accepted in a *kharita* from the Viceroy, dated the 29th April 1873 (No. XVIII).

In 1875 Sindhia sat as a member of the mixed commission by which Malhar Rao, Gaekwar of Baroda, was tried for an attempt to poison the British Resident at Baroda.

In 1877, on the occasion of the Delhi Assemblage held to celebrate the assumption by Her Majesty Queen Victoria of the title of Empress of India, Jayaji Rao Sindhia, who had been created a Knight Grand Commander of the Star of India in 1861, was granted a personal salute of 21 guns, and was made a Councillor of the Empress. At the same time the title of Hisam-us-Saltanat was conferred upon him, and he was given the honorary rank of a General in the British army. He was subsequently made an Honorary Knight Grand Cross of the Order of the Bath, and a Companion of the Indian Empire.

In August 1877, owing to the unusually small rainfall of that year and the consequent distress in Sindhia's northern districts, which entailed heavy expenditure in relief operations, the Maharaja obtained from the British Government a loan of fifty lakhs. It was arranged that the amount should be repaid in eleven years from the interest annually payable to Sindhia on his railway loan (No. XIX). The balance, Rs. 13,77,847-15-9, was paid off in 1887.

In 1878 the British Government concluded an Agreement (No. XX) with Sindhia, by which he undertook to limit the production of salt in his State to 54,000 maunds in any one year; to prevent the export from his State of any salt manufactured in it; and to stop the import into, or passage through, his dominions of all salt which had not paid duty to the British Government. He further engaged to impose no duties whatever on salt that had already been taxed by the British Government, and to take possession of any stocks of foreign salt then existing within his territories until satisfactory arrangements for its disposal should have been made with the British authorities. The agreement also included an article prohibiting the export from his State of any intoxicating preparations, such as *bhāng*, *ganja*, opium, etc. In consideration of, and as compensation for, the above concessions, the British Government, while reserving its right to revise the agreement, if necessary, agreed to pay to Sindhia Rs. 3,12,500 annually in half-yearly instalments. This agreement came into force on the 1st October 1878.

In 1879 Sindhia accepted liability for the cost of the maintenance of convicts of the Gwalior State sentenced to transportation at the Andamans, and also of prisoners convicted of offences committed in Gwalior territory and

and 29 Vic., c. 17, s. 4, the ceded territory was declared to be subject to the Lieutenant-Governorship of the United Provinces.

Maharaja Jayaji Rao Sindhia died on the 20th June 1886, and was succeeded by his son Madho Rao under the title of Maharaja Madho Rao Sindhia. Madho Rao was born on the 20th October 1876, his mother, Sakhiya Raja Sahiba, being the daughter of Bapu Sahib Jadau, a Maratha noble of Gwalior.

In accordance with the wishes of the late Chief, and with the concurrence of the Government of India, the administration of the Gwalior State during the minority was entrusted to a council of regency, which was appointed in September 1886. Rao Raja Sir Ganpat Rao Khadke, who had been for more than 20 years Diwan and Karbhari to Maharaja Jayaji Rao, was appointed president of the council, and seven members were selected from the principal Sardars and officials of the State. This administrative body was empowered to carry on the government of the Gwalior State in consultation with the Resident, who was instructed to supervise their proceedings, and to suggest measures for the improvement of the administration. Reforms were initiated in almost every branch of the government; and special efforts, which met with a considerable measure of success, were made to suppress crime, and more particularly organised dakaiti, throughout the State.

The accession to the gadi of Maharaja Madho Rao Sindhia was signalized by the abolition of all transit duties throughout the Gwalior State. This important measure was announced by a notification dated the 25th September 1886.

In 1887 the council of regency offered the Government of India a loan of three and a half crores of Government Rupees, to bear interest at the rate of four per cent. per annum. This investment of a portion of the accumulations of State treasure, amounting to upwards of six crores, was approved by the Government of India, and the terms were embodied in an Agreement (No. XXVIII). It was arranged that the repayment of the loan should be made by annual instalments of 12 lakhs, commencing one year after the Maharaja should come of age (No. XXIX). The capital balance due from the Government of India on the 15th December 1905 amounted to Rs. 2,18,00,000.

Rao Raja Sir Ganpat Rao died on the 17th August 1888, and with the concurrence of the Government of India the junior Maharani, Sakhiya Raja Sahiba Sindhia, was nominated to act as regent during the minority of

her son, Madho Rao. Bapu Sahib Jadau, one of the members of the council of regency and His Highness' maternal grandfather, was installed as president of the council. It was, however, clearly laid down that the Maharani should have no administrative powers and no right of interference with the conduct of public affairs. In May 1891 the Maharani regent was appointed to be a member of the Imperial Order of the Crown of India.

Arrangements were made for the education and training of the young Chief, and in February 1890, with the concurrence of the Maharani-regent and the council of regency, Mr. J. W. D. Johnstone, Principal of the Daly College at Indore, was appointed tutor to His Highness. In January 1891 the young Maharaja was married to a daughter of the Satara family in Bombay.

In 1890 the council of regency placed at the disposal of the Government of India, for the purposes of imperial defence, a force of two regiments of cavalry consisting of 1,200 sabres, and a transport train of 500 ponies. This offer, which was made in the name of the Maharaja, was accepted by the Government of India.

On the 4th September 1894 Her Highness the senior Maharani, Lakshmi Bai Sindhia, died after a long illness.

On the 15th December 1894, under orders from His Excellency the Viceroy, Maharaja Madho Rao Sindhia was invested with ruling powers, the council of regency being dissolved. Under the new government the members of the council continued to retain in their hands, with but few changes, the administration of the several departments, subject to the orders of His Highness the Maharaja, to whom all matters for decision were to be referred.

In 1890 the Gwalior Darbar agreed to the construction of two lines of railway, one from Bina on the Indian Midland railway to Guna, and the other from Ujjain to Bhopal by way of Sehore. The former line was completed and opened for public traffic in 1895, and the latter in 1897. The working of both these lines was made over to the Indian Midland Railway Company (see appendices Nos. I & II), which was subsequently amalgamated with the Great Indian Peninsula railway system. Full civil and criminal jurisdiction over these lines was ceded by the Darbar, but no formal agreement on this point was drawn up.

In 1894 the Bombay, Baroda and Central India Railway Company having contemplated the construction of the Ujjain-Ratlam railway and its extension to Delhi, the Darbar applied for permission to construct the line from Ujjain to Nagda. The Government of India had decided that the line should be constructed as an imperial railway, but in deference to the

wishes of the Maharaja they acceded to the Darbar's request to own, and pay for, the railway, on the understanding that it should be constructed and worked by the Bombay, Baroda, and Central India Railway Company. The Darbar ceded land for, and full civil and criminal jurisdiction \* over, the line between Ujjain, Nagda, and Ratlam. No formal agreement was executed. The working of the Ujjain-Nagda section (26 miles) of the Ujjain-Ratlam railway was handed over by the Gwalior Darbar to the Bombay, Baroda and Central India Railway Company on the same terms as the Godhra-Ratlam railway (see Appendix No. III). The line was opened for public traffic in 1896. The agreement and the schedules thereto were subsequently revised (Appendix No. IV).

In March 1895, at the request of the Government of India, the Maharaja's transport corps joined the British expeditionary force for the relief of Chitral. The corps returned to Gwalior in September 1895, after having received the thanks both of the General Officer Commanding the expedition and of the Government of India.

In November 1895 Maharaja Madho Rao Sindhia was invested with the insignia of a Knight Grand Commander of the Order of the Star of India.

In the same year, in view of the extension of railway communication, and of the consequent facility with which Bhilsa, Basoda, and the surrounding Gwalior districts could be reached, the following districts of the Isagarh Prant were transferred to the political charge of the Resident at Gwalior:—

(a) From the Bhopal Agency—

(1) The Gwalior districts of Bhilsa and Mongaoli.

(2) The Estate of Agra-Barkhera ;

(b) From the Guna Agency—

(1) The Ranod pargana.

In 1896 the cantonment of Sipri, with all its buildings, was made over to the Gwalior Darbar at a valuation of Rs. 50,000.

In November of the same year the petty States of Raghugarh, Paron, Garha (Jamner), Umri, Bhadaura, Dharnaoda, Sirsi, and the Chhabra pargana of the Tonk State, and the Bajrangarh district of the Gwalior State, formerly under the political control of the Officer Commanding the Central India Horse at Goona, were transferred to the charge of the Resident at Gwalior.

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\* Letter from the Chief Secretary, Gwalior Darbar, to the Resident at Gwalior, No. 600-R., dated the 28th February 1895.

An Agreement (No. XXXII), dated the 22nd January 1900, was entered into with the Maharaja Sindhia providing for the effective control and discipline of the Imperial Service troops maintained by the State when serving beyond its frontier.

In May 1900 the Kaiser-i-Hind medal of the first class was conferred on the Maharaja.

The Maharaja's grandfather, Sir Krishna Rao Bapu Sahib Jadau, K.C.I.E., died on the 9th August 1900.

In September of the same year the Maharaja, accompanied by Lieutenant Spence of the Central India Horse, proceeded on field service to China, where he was attached to General Gaselee's staff. His Highness subsequently placed at the disposal of the British Government a fully equipped hospital ship for the use of the sick and wounded of the China expeditionary forces at an initial cost of 20 lakhs of rupees.

In 1901 the Maharaja was created an Aide-de-Camp to His Majesty the King.

In the same year sanction was accorded by the Government of India to the extension of the Gwalior light railway from Gwalior to Sabalgarh on the same condition as that applied to the line already opened; namely, that jurisdiction over the line may be retained by the Darbar so long as the line remains isolated, but that the Darbar should cede the jurisdiction, etc., when its assumption by the Government of India should become necessary. A portion of this extension was opened for public traffic in 1903, the remainder a year later. The line is worked by the Great Indian Peninsula railway.

In August 1902, Maharaja Madho Rao Sindhia attended the Coronation Darbar of His Majesty the King in London, and while in England received the China medal from His Majesty. During this visit the university of Cambridge conferred upon him the honorary degree of LL. D. His Highness's mother, the Dowager Maharani, was in charge of the State during the Maharaja's absence in England.

The Maharaja attended the Coronation Darbar at Delhi in January 1903. In the following month he was invested at Gwalior with the insignia of a Knight Grand Commander of the Victorian Order by His Royal Highness the Duke of Connaught on behalf of His Majesty the King.



## No. I.

TRANSLATION of a copy of the TREATY entered into by MOBARUS-UL-MOULK, IFTIKER-UL-DOWLA, COLONEL MUIR, BAHADOOR, MOHABUT JUNG, on the part of the ENGLISH EAST INDIA COMPANY; and the MAHARAJAH SAHEB SOUBADAR, MADHO RAO SINDIA, BAHADOOR, on his part,—1781.

The Nawab, Amaud-ul-Dowla, Telledut Jung Hastings, Bahadoor, Governor-General of Bengal, &c., having obtained full authority from the Governor-General of Bengal, &c., grants full powers to Colonel Muir, above-named, to negotiate a peace between Maharajah Saheb Soubadar, Madho Rao Sindia Bahadoor, and the English Company, in such manner, that whatever shall be agreed to by the Colonel, on the part of the Company, the Governor-General and Council shall also agree to and confirm: Colonel Muir and the Maharajah Saheb are both desirous of a peace and have determined upon and agreed to a peace on the following conditions, *viz.*:—

*First.*—That having mutually resolved upon a peace and firm alliance they shall respectively observe their agreements for ever.

*Secondly.*—That within the term of eight days from the time of the confirmation of the Treaty, they shall, at one time, march off their respective armies. Colonel Muir, with his, shall return towards the country of Nawab Vizier-ul-Mulmalick, and the Maharajah, with his army, shall return to his own country.

*Thirdly.*—That should it be deemed advisable, the Maharajah shall endeavour to effect a peace between the English and Hyder Ally Cawn; also a peace between the English and the Peishwa. Should this peace be effected, it is well; otherwise the English have the choice to do as they shall judge proper, and the Maharajah shall not assist or oppose either party.

*Fourthly.*—That whatever country of the Maharajah's shall have been taken possession of by the Company, on this side the Jumna, Colonel Muir shall restore; and the Maharajah shall agree not to molest or disturb the country of Lokindar Rana Chatter Sing, Bahadoor, Deleer Jung, nor the fort of Gwalior, which is at present in his possession, so long as the Rana Saheb observes his Treaty with the English; nor the country of Mhy-put Rum Sing, Juggunder, Bahadoor, which is at present in the possession of the Rana.

*Fifthly.*—That the Maharajah shall bring Rajah Ram Chunder Rajah Chundrey and place him on the Raj, in the presence of the Colonel, and shall demand nothing of him. And whatever of his country (except that which shall have been in the possession of the Peishwa for a long time) has been taken from him by Rajah Dhur Dewan, in rebellion, the Maharajah shall cause the said Dhur to restore, and he shall depose the said Dhur.

*Confirmed, according to the above written conditions, with the seal and signature of Colonel Muir, on the part of the Company; and with the seal and signature of Maharajah Saheb Madho Rao Sindia, on his own part, this 13th October 1781, or 24th Shawal, 1195 Hegira.*

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NO. II.

GRANT of the FORT, TOWN and PERGUNNAH of BAROACH to MAHARAJAH SOUBADAR MADHO RAO SINDIA, dated the 6th June 1782.

To all whom these presents shall concern.

Whereas the Honourable English East India Company have long been in the quiet and undisturbed possession of the fort, town, and pergunnah of Baroach, which they hold by right of conquest from the Mogul Government: and whereas it was stipulated by the 4th Article of the "Treaty of Poorundur," dated 1st March 1776, "that the Peishwa and Muratha State do agree to give to the English Company for ever all right and title to their entire share of the city and pergunnah of Baroach, as full and complete as ever they collected from the Moguls or otherwise, without retaining claim of chouth, or any other demand whatever, so that the English Company shall possess it, without participation or claim of any kind;" And whereas the said Article is accordingly declared to be continued in full force and effect by the 3rd Article of the Treaty concluded at Salpi (*Salbye*) the 17th of May 1782; We, the Governor-General and Council for affairs of the British nation in India, do, of our own free will and accord, and on behalf of the Honourable Company, in testimony of the sense which we entertain of the generous conduct manifested by Maharajah Soubadar Madho Rao Sindia to the Government of Bombay, at Wurgaon, and of his humane treatment and release of the English gentlemen who had been delivered as hostages on that occasion, grant and make over unto the said Maharajah Soubadar Madho Rao Sindia, all right, title, and possession in the said fort, town, and pergunnah of Baroach, whether obtained from the Moguls or from the Murathas, including both shares, in the same manner, and to the full extent in which the Honourable Company ever did or might hold and exercise the same, either by their own right or in virtue of the above stipulations.

*Given under our hands and the seal of the Honourable Company, at Fort William, this 6th day of June in the year of our Lord one thousand seven hundred and eighty-two.*

L. S.

(sd.) WARREN HASTINGS.

„ EDWARD WHELER.

„ J. MCPHERSON.

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TRANSLATION of an AGREEMENT from SINDIA, granting to the  
ENGLISH the exclusive privilege of TRADE in the CITY AND  
PERGUNNAH of BAROACH, dated the 21st March 1783.

This is to certify, that as the Governor-General and Council have of their own free will and accord, and on behalf of the Company, conferred upon me their entire right to the two shares of the fort, city, and pergunnah of Baroach, I have therefore accepted of the same, and will retain them always in my own possession. And I hereby agree that the English shall carry on trade as usual in the said city and pergunnah and no improper molestation shall be offered to them; and also, I will not permit any other European nation excepting the English to trade in any shape in the said city and pergunnah.

*Written on the seventeenth of Rubee-oos-sanee, of the year one thousand one hundred and ninety seven of the Hegira, corresponding with the twenty-first day of March one thousand seven hundred and eighty-three of the Christian era.*

NO. III.

TREATY with MAHARAJAH MADHO RAO SINDIA, relative to  
the HONOURABLE EAST INDIA COMPANY'S TRADE at  
BAROACH, dated the 30th September 1785.

Whereas a Sunnud, bearing date the seventeenth day of Rubee-oos-sanee of the year one thousand one hundred and ninety-seven of the Hegira, corresponding with the twenty-first day of March, one thousand seven hundred and eighty-three of the Christian era, was granted by Maharajah Soubadar Madho Rao Sindia, declaring that the English should carry on trade as usual in the city and pergunnah of Baroach, and that no improper molestation should be offered to them, the said Sunnud specifying also that no European nation excepting the English should be permitted to trade in any shape in the said city and pergunnah; and whereas, in the said Sunnud, the particulars of the duties, etc., to be taken and the settlement of concerns of trade were omitted, and doubts have arisen on these subjects, which Maharajah Soubadar Madho Rao Sindia is willing to remove: For this purpose, and to support the English trade in the city and pergunnah of Baroach, We, the Governor-General and Council of Fort William in Bengal, appointed by the King and Parliament of Great Britain to direct and control all political affairs of the Honourable English East India Company in India, on the one part, and Maharajah Madho Rao Sindia Bahadoor on the other part, agree to the following Treaty containing seven Articles, and bind ourselves and successors to the full and invariable observance of them.

## ARTICLE I.

Maharajah Soubadar Madho Rao Sindia Bahadoor agrees that in every year in which the English Company carry on trade in the district of Baroach, the duties thereon shall be taken according to the Treaty with the Nawab of Baroach, in the year one thousand seven hundred and sixty-four; that is to say, on the cotton which is purchased from Baroach, on every candy of Surat weight, one and a half Rupees and four felloos shall be paid, and the duty on other articles which are imported or exported by the Company shall be one Rupee eight annas for every hundred Rupees; and besides these established articles of the Company's trade, whatever other articles come from English individuals shall be subject to a duty of six Rupees in every hundred thereon, conformably to the usage which existed when the Company had possession of Baroach. The Governor-General and Council agree that the English shall not unite any Hindostanee in their trade, and that in case of such partnership, such duties shall be paid thereon as are paid upon the commerce of the merchants wearing turbans. The Governor-General and Council consent that the duties stipulated to be paid upon the Company's trade shall be paid by the Company's Resident at Baroach to the Amil of that district.

## ARTICLE 2.

It has been the old established custom, on the wreck of any ship, vessel or boats within any of the ports in the neighbourhood of Baroach, that the owner of the port should take possession of the goods; but as at this time a firm friendship exists between the government of the English Company and Maharajah Soubadar Madho Rao Sindia Bahadoor, the Governor-General and Council have requested that the goods of the ships, vessels, and boats of the English that may be wrecked in the river of Baroach, may be released and Maharajah Soubadar Madho Rao Sindia Bahadoor agrees, for the sake of friendship, that when any ship, vessel, or boat belonging to the English shall be wrecked in the river Nerbudda which belongs to the district of Baroach, and the Amil of Baroach may save any goods which bear the mark of the English, the Amil shall deliver all such goods to the Company's Resident at Baroach, who shall reimburse the amount expended in saving and keeping them.

## ARTICLE 3.

Some disputes having arisen between the English and subjects of the Maharajah belonging to the fort of Baroach, in respect to the time of passing into the fort and out of it, it is now agreed, and the Maharajah has directed, that at the times when it is customary that the gate should remain open, the people belonging to the Amil of Baroach shall not prevent the going and coming of the English or their dependants, but that the gate shall be shut at the appointed hour, and none of the English or their dependants shall have any right to enter the fort, or go out of it, after that time. The English are not then to desire that the gate may be opened for them, not even to give intelligence of the arrival of any ship that may come into the port at night.

TRANSLATION of an AGREEMENT from SINDIA, granting to the  
ENGLISH the exclusive privilege of TRADE in the CITY AND  
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This is to certify, that as the Governor-General and Council have of their own free will and accord, and on behalf of the Company, conferred upon me their entire right to the two shares of the fort, city, and pergunnah of Baroach, I have therefore accepted of the same, and will retain them always in my own possession. And I hereby agree that the English shall carry on trade as usual in the said city and pergunnah and no improper molestation shall be offered to them; and also, I will not permit any other European nation excepting the English to trade in any shape in the said city and pergunnah.

*Written on the seventeenth of Rubee-oos-sanec, of the year one thousand one hundred and ninety seven of the Hegira, corresponding with the twenty-first day of March one thousand seven hundred and eighty-three of the Christian era.*

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## ARTICLE 4.

Maharajah Soubadar Madho Rao Sindia Bahadoor engages that the servants of the English factory, and their household attendants, and the tradesmen such as carpenters or smiths, or porters who work in the Company's factory, and do not work anywhere but in the factory, shall be under the protection of the Resident at Baroach, and the Amil of Baroach shall in no manner molest them for duties or customs, etc. And when any crime committed or supposed to have been committed, by any such persons, shall be discovered, the Amil of Baroach shall send notice to the Company's Resident that he may examine and pass judgment upon such persons, or the Company's Resident shall send back such persons to the Amil, that whatever is proper in the case may be done by him; and the Governor-General and Council agree that when any tradesmen, etc., working in the Company's factory, shall go into the town of Baroach, and work also with other merchants and townsmen, the Amil of Baroach shall take the duties for such tradesmen, etc., according to the practice now in use with respect to the persons not working for the English only. For the sake of obviating any disputes that might occur on this point, the Company's Resident at Baroach shall prepare a list of the servants of the factory, with their descriptions and stations, and deliver it to the Amil.

## ARTICLE 5.

The Governor-General and Council agree that the Company's Resident at Baroach shall not afford protection to any person of the town who may fly from the Amil and resort to the Resident for it, but shall, conformably to friendship, deliver up such person to the Amil.

## ARTICLE 6.

It is agreed that the Resident at Baroach shall not entertain more sepoys than the number necessary for the protection of the English property in the factory, which number has been fixed at fifty men. It is also agreed that the English in future shall not beat the drum in the factory, as is the custom in the Company's districts. Such persons as may be in the train of sowaree of the Resident may have distinguishing badges, but are not to carry muskets.

## ARTICLE 7.

Maharajah Soubadar Madho Rao Sindia Bahadoor engages in respect to the debts recently incurred by the inhabitants of Baroach to the Company's subjects, or such as may be incurred in future and not duly paid, that the Amil of Baroach shall examine the claim in the kutcheree of his own Adawlut, and enforce the payment of whatever may be proved to be just; and in respect to the debts which were owing from the inhabitants of Baroach to the Company's subjects at the time when Baroach was given to Madhajee Sindia, the Amil shall ascertain whatever may be due, and if the debtor be in good

circumstances, he shall force him to pay immediately; if not in good circumstances, he shall fix on proper periods of payment by instalment, and oblige the observance of them.

The parties mutually swear, according to their respective faiths, to abide by this agreement.

*Dated the twenty-fifth day of Zilkad, one thousand one hundred and ninety-nine of the Hegira, corresponding with the thirtieth day of September in the year of our Lord one thousand seven hundred and eighty-five.*

Seal of the  
Honourable  
Company.

(Sd.) JOHN MACPHERSON.  
" R. SLOPER.  
" JOHN STAPLES.  
" CHARLES STUART.

Signed by Maharajah Sindia on the 7th of Rubec-ool-Awul in the year one thousand two hundred of the Hegira at Bursana.

Sindia's  
Seal.

### ADDITIONAL ARTICLE to the foregoing TREATY, dated the 9th January 1786.

Whereas in the first Article of the Treaty concluded between the Honourable Company and Maharajah Soubadar Madho Rao Sindia, relative to the trade and other matters of the town and pergunnah of Baroach, it is specified that in every year in which the English Company carry on trade in the district of Baroach, the duties thereon shall be taken according to the treaty with the Nawab of Baroach, in one thousand seven hundred and sixty-four, that is to say, on the cotton which is purchased from Baroach, on every candy of Surat weight, one and a half Rupee and four felloos shall be paid and the duty on other articles, which are imported or exported by the Company, shall be one Rupee eight annas for every hundred Rupees. And whereas the extent of the Company's trade at Baroach, in respect to the weight of cotton and the amount of piece goods was not exactly known to either of the parties, and the specification of the same was required by Maharajah Soubadar Madho Rao Sindia, the Governor-General and Council of Bengal, in compliance with the wishes of Maharajah Soubadar Madho Rao Sindia, having written to the Governor and Council of Bombay on this subject, and ascertained the annual trade of the Honourable Company at Baroach to consist of eight hundred candies of cotton of Surat weight, and piece goods to the amount of one lakh and fifty thousand Rupees, prime cost;

## ARTICLE 4.

Maharajah Soubadar Madho Rao Sindia Bahadoor engages that the servants of the English factory, and their household attendants, and the tradesmen such as carpenters or smiths, or porters who work in the Company's factory, and do not work anywhere but in the factory, shall be under the protection of the Resident at Baroach, and the Amil of Baroach shall in no manner molest them for duties or customs, etc. And when any crime committed or supposed to have been committed, by any such persons, shall be discovered, the Amil of Baroach shall send notice to the Company's Resident that he may examine and pass judgment upon such persons, or the Company's Resident shall send back such persons to the Amil, that whatever is proper in the case may be done by him; and the Governor-General and Council agree that when any tradesmen, etc., working in the Company's factory, shall go into the town of Baroach, and work also with other merchants and townsmen, the Amil of Baroach shall take the duties for such tradesmen, etc., according to the practice now in use with respect to the persons not working for the English only. For the sake of obviating any disputes that might occur on this point, the Company's Resident at Baroach shall prepare a list of the servants of the factory, with their descriptions and stations, and deliver it to the Amil.

## ARTICLE 5.

The Governor-General and Council agree that the Company's Resident at Baroach shall not afford protection to any person of the town who may fly from the Amil and resort to the Resident for it, but shall, conformably to friendship, deliver up such person to the Amil.

## ARTICLE 6.

It is agreed that the Resident at Baroach shall not entertain more sepoys than the number necessary for the protection of the English property in the factory, which number has been fixed at fifty men. It is also agreed that the English in future shall not beat the drum in the factory, as is the custom in the Company's districts. Such persons as may be in the train of sowaree of the Resident may have distinguishing badges, but are not to carry muskets.

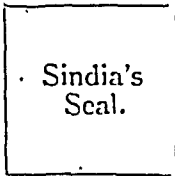
## ARTICLE 7.

Maharajah Soubadar Madho Rao Sindia Bahadoor engages in respect to the debts recently incurred by the inhabitants of Baroach to the Company's subjects, or such as may be incurred in future and not duly paid, that the Amil of Baroach shall examine the claim in the kutcheree of his own Adawlut, and enforce the payment of whatever may be proved to be just; and in respect to the debts which were owing from the inhabitants of Baroach to the Company's subjects at the time when Baroach was given to Madhajee Sindia, the Amil shall ascertain whatever may be due, and if the debtor be in good



it is therefore mutually agreed to, that for every candy of cotton to the amount of eight hundred candies the Honourable Company shall pay a duty of one and a half Rupee and four selloos; and for piece goods to the amount of one lakh and fifty thousand Rupees, prime cost, a duty shall be taken of one Rupee eight annas for every hundred Rupees; and that if ever a greater quantity of cotton or piece goods than what is here specified shall be purchased on account of the Honourable Company, they shall pay the same duty for such excess as has been settled with regard to English individuals.

*Signed by Maharajah Sindia; at Bursana on the 7th of Rubee-ool-Awul, in the year 1200 of the Hegira, corresponding with the 9th of January 1786.*




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## NO. IV.

TREATY of PEACE and FRIENDSHIP with DOWLUT RAO SINDIA.  
TREATY of PEACE between the HONOURABLE ENGLISH EAST INDIA COMPANY and their ALLIES, on the one part, and the MAHARAJAH ALI JAH DOWLUT RAO SINDIA, on the other; settled by MAJOR-GENERAL the HONOURABLE ARTHUR WELLESLEY, on the part of the HONOURABLE COMPANY and their ALLIES, and by EETUL MAHADEO, MOONSHEE KAVEL NYN, JESWUNT RAO GOORPARAH AMEER-OOLOMRAH and NARROO HURRY, on the part of the MAHARAJAH DOWLUT RAO SINDIA, who have each communicated to the other their full powers,—1803.

### ARTICLE 1.

There shall be perpetual peace and friendship between the Honourable Company and their allies, on the one part, and the Maharajah Ali Jah Dowlut Rao Sindia, on the other.

### ARTICLE 2.

The Maharajah cedes to the Honourable Company and their allies, in perpetual sovereignty, all his forts, territories, and rights in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of those of

the Rajahs of Jeypore and Jodhpore, and of the Rana of Gohud, of which territories, &c., a detailed list is given in the accompanying schedule. Such countries formerly in the possession of the Maharajah, situated between Jeypore and Jodhpore, and to the southward of the former, are to belong to the Maharajah.

#### ARTICLE 3.

The Maharajah likewise cedes to the Honourable Company and their allies, in perpetual sovereignty, the fort of Baroach and territory depending thereon, and the fort of Ahmednuggur and territory depending thereon; excepting those lands which it is agreed, by the eighth Article of this Treaty, that the Maharajah is to retain.

#### ARTICLE 4.

The Maharajah likewise cedes to the Honourable Company and their allies all the territories which belonged to him previous to the breaking out of the war, which are situated to the southward of the hills called the Ajunttee Hills, including the fort and district of Jalnapore, the town and district of Gandapore, and all other districts between that range of hills and the river Godavery.

#### ARTICLE 5.

The Maharajah Ali Jah Dowlut Rao Sindia, for himself, his heirs, and successors, hereby renounces all the claim to the forts, territories, rights, and interests, ceded by the second, third, and fourth Articles; and all claims, of every description, upon the British Government and their allies, the Soubadar of the Deccan, the Peishwa, and Anund Rao Guicowar.

#### ARTICLE 6.

The fort of Asseerghur, the city of Boorhanpore, the forts of Powanghur and Dohud, and the territories in Kandeish and Guzerat, depending on these forts, shall be restored to the Maharajah Dowlut Rao Sindia.

#### ARTICLE 7.

Whereas the Maharajah Dowlut Rao Sindia has represented that his family have long held in enaum, as a gift from the Kings of Hindustan, the districts of Dholepore, Barée, and Rajah-Kerrah, which are situated to the northward of the countries of the Rajahs of Jeypore and Jodhpore, and of the Rana of Gohud, and that lands in Hindustan, ceded by the second Article of this Treaty to the Honourable Company and their allies, are held in jaghire by persons of the family of the late Madhajee Sindia and others by principal Sirdars in his service, all of whom would suffer distress if deprived of the advantages they enjoy in those countries: it is agreed that the Maharajah shall continue to hold, and enjoy in enaum the lands of Dholepore, Barée, and Rajah-Kerrah, and that Bala Baye Sahib, and Munsoor Sahib, Moonshee Kavel Nyn,

Boogajee Jamdah, Amrajee Jadhoo and Wirdah Charie, shall continue to hold their lands in jaghire under the protection of the Honourable Company. And further, in order that no individual may incur loss or suffer distress in consequence of this arrangement, it is agreed that the Honourable Company shall either pay pensions or grant lands in jaghire, according to the option of the British Government, to certain other Sirdars and others, to be named by the Maharajah, provided that the total amount of the sums paid, or jaghires granted or held, does not exceed seventeen lakhs of rupees per annum, including the annual value of the lands, which it is agreed by this Article that Bala Baye Sahib, Munsoor Sahib, Moonshee Kavel Nyn, Boogajee Jamdah, Amrajee Jadhoo, and Wirdah Charie are to continue to hold; and provided that no troops in the service of the Maharajah are to be introduced into Dholepore, Barce, and Rajah-Kerrah, or the other lands held in jaghire, under the pretence of collecting the revenue, or any other pretence whatever.

#### ARTICLE 8

Whereas the Maharajah Dowlut Rao Sindia has represented that his family have long held in enaum certain lands, villages, &c., in the territories of Rao Pundit Purdhaun, *viz* :—

Chomargoondce Pergunnah,	
Jamgaum,	
Ranjingaum,	
Half of Seo Gaum Pergunnah,	
Six villages in Umber Pergunnah,	
Five villages in Pytun	"
" " Niwaz	"
" " Kurla	"

Six villages in Poona Pergunnah,
Two villages in Wahy "
Six villages in Patutood "
Five villages in Pandipeergaum Pergunnah,
Five villages in Pagood Pergunnah,
Two villages in Parnyra "

which have lately been taken possession of by the British Government and their allies; it is agreed, that those lands and villages shall be restored to him, provided that no troops shall ever be introduced into those lands and villages under pretence of collecting the revenues or any other pretence whatever.

#### ARTICLE 9.

Certain Treaties have been made by the British Government with Rajahs and others, heretofore feudatories of the Maharajah Ali Jah Dowlut Rao Sindia. These Treaties are to be confirmed; and the Maharajah hereby renounces all claim upon the persons with whom such Treaties have been made and declares them to be independent of his government and authority, provided that none of the territories belonging to the Maharajah, situated to the southward of those of the Rajahs of Jeypore and Jodhpore and the Rana of Gohud, of which the revenues have been collected by him or his Amildars, or have been applicable, as surinjamee, to the payment of his troops, are granted away by such Treaties. Lists of the persons with whom such Treaties have been made will be given to the Maharajah Dowlut Rao Sindia, when this Treaty will be ratified by His Excellency the Governor-General.

## ARTICLE 10.

No person whatever is hereafter to be molested on account of the part which he may have taken in the present war.

## ARTICLE 11.

It is agreed that the rights of His Highness the Peishwa to certain lands in Malwa and elsewhere shall be established as heretofore; and in case any difference should arise respecting those rights, it is agreed that the Honourable Company shall mediate, arbitrate, and decide, according to the principles of justice, between His Highness and the Maharajah, and whatever shall be thus decided will be agreed to by both parties, and will be carried into execution.

## ARTICLE 12.

The Maharajah Dowlut Rao Sindia hereby renounces all claims upon His Majesty Shah Alum, and engages, on his part, to interfere no further in the affairs of His Majesty.

## ARTICLE 13.

The Maharajah Ali Jah Dowlut Rao Sindia engages never to take or retain in his service any Frenchman, or the subject of any other European or American power, the Government of which may be at war with the British Government; or any British subject, whether European or native of India, without the consent of the British Government.

## ARTICLE 14.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited ministers from each shall reside at the court of the other.

## ARTICLE 15.

The Honourable Company being bound by Treaties of general defensive alliance with His Highness the Soubadar of the Deccan and His Highness Rao Pandit Purdhaun, to which the Maharajah Ali Jah Dowlut Rao Sindia is desirous of acceding, he is to be admitted to the benefits thereof; and the Honourable Company, with a view to the future security of the Maharajah's territories, engage, in the event of his agreeing to the Treaty abovementioned, in two months to furnish him with a force consisting of six battalions of infantry, with their complement of ordnance and artillery, and usual equipments of military stores, &c., and the expense of this force is to be defrayed out of the revenues of the lands ceded by the second, third, and fourth Articles. But it is agreed, that in case it should suit the interests of the Maharajah's Government to decline to enter into the Treaty abovementioned, such refusal shall not affect any of the other stipulations of this Treaty of Peace, which are, in every respect, to be binding on the contracting parties, their heirs and successors.

Boogajee Jamdah, Amrajee Jadhoo and Wirdah Charie, shall continue to hold their lands in jaghire under the protection of the Honourable Company. And further, in order that no individual may incur loss or suffer distress in consequence of this arrangement, it is agreed that the Honourable Company shall either pay pensions or grant lands in jaghire, according to the option of the British Government, to certain other Sirdars and others, to be named by the Maharajah, provided that the total amount of the sums paid, or jaghires granted or held, does not exceed seventeen lakhs of rupees per annum, including the annual value of the lands, which it is agreed by this Article that Bala Baye Sahib, Munsoor Sahib, Moonshee Kavel Nyn, Boogajee Jamdah, Amrajee Jadhoo, and Wirdah Charie are to continue to hold; and provided that no troops in the service of the Maharajah are to be introduced into Dholepore, Baree, and Rajah-Kerrah, or the other lands held in jaghire, under the pretence of collecting the revenue, or any other pretence whatever.

#### ARTICLE 8.

Whereas the Maharajah Dowlut Rao Sindia has represented that his family have long held in enaum certain lands, villages, &c., in the territories of Rao Pundit Purdhaun, *viz* :—

Chomargoondie Pergunnah,	Six villages in Poona Pergunnah,
Jamgaum,	Two villages in Wahy    "
Ranjingaum,	Six villages in Patutood   "
Half of Seo Gaum Pergunnah,	Five villages in Pandipeergaum Per-
Six villages in Umber Pergunnah,	gunnah,
Five villages in Pytun    "	Five villages in Pagood Pergunnah,
"    "    Niwaz    "	Two villages in Parnyra    "
"    "    Kurla    "	

which have lately been taken possession of by the British Government and their allies; it is agreed, that those lands and villages shall be restored to him, provided that no troops shall ever be introduced into those lands and villages under pretence of collecting the revenues or any other pretence whatever.

#### ARTICLE 9.

Certain Treaties have been made by the British Government with Rajahs and others, heretofore feudatories of the Maharajah Ali Jah Dowlut Rao Sindia. These Treaties are to be confirmed; and the Maharajah hereby renounces all claim upon the persons with whom such Treaties have been made and declares them to be independent of his government and authority, provided that none of the territories belonging to the Maharajah, situated to the southward of those of the Rajahs of Jeypore and Jodhpore and the Rana of Gohud, of which the revenues have been collected by him or his Amildars, or have been applicable, as surinjamee, to the payment of his troops, are granted away by such Treaties. Lists of the persons with whom such Treaties have been made will be given to the Maharajah Dowlut Rao Sindia, when this Treaty will be ratified by His Excellency the Governor-General.

## ARTICLE 10.

No person whatever is hereafter to be molested on account of the part which he may have taken in the present war.

## ARTICLE 11.

It is agreed that the rights of His Highness the Peishwa to certain lands in Malwa and elsewhere shall be established as heretofore; and in case any difference should arise respecting those rights, it is agreed that the Honourable Company shall mediate, arbitrate, and decide, according to the principles of justice, between His Highness and the Maharajah, and whatever shall be thus decided will be agreed to by both parties, and will be carried into execution.

## ARTICLE 12.

The Maharajah Dowlut Rao Sindia hereby renounces all claims upon His Majesty Shah Alum, and engages, on his part, to interfere no further in the affairs of His Majesty.

## ARTICLE 13.

The Maharajah Ali Jah Dowlut Rao Sindia engages never to take or retain in his service any Frenchman, or the subject of any other European or American power, the Government of which may be at war with the British Government; or any British subject, whether European or native of India, without the consent of the British Government.

## ARTICLE 14.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited ministers from each shall reside at the court of the other.

## ARTICLE 15.

The Honourable Company being bound by Treaties of general defensive alliance with His Highness the Soubadar of the Deccan and His Highness Rao Pandit Purdhaun, to which the Maharajah Ali Jah Dowlut Rao Sindia is desirous of acceding, he is to be admitted to the benefits thereof; and the Honourable Company, with a view to the future security of the Maharajah's territories, engage, in the event of his agreeing to the Treaty abovementioned, in two months to furnish him with a force consisting of six battalions of infantry, with their complement of ordnance and artillery, and usual equipments of military stores, &c., and the expense of this force is to be defrayed out of the revenues of the lands ceded by the second, third, and fourth Articles. But it is agreed, that in case it should suit the intention of the Maharajah's Government to decline to enter into the Treaty a such refusal shall not affect any of the other stipulations of Peace, which are, in every respect, to be binding on parties, their heirs and successors.

## ARTICLE 16.

This Treaty is to be ratified by the Maharajah Dowlut Rao Sindia in eight days from this time, and the ratification is to be delivered to Major-General Wellesley.

Major-General Wellesley engages that it shall be ratified by His Excellency the Most Noble the Governor-General in Council, and the ratification shall be delivered to the Maharajah in three months or sooner, if possible.

The orders for the cession of the territories shall be delivered to Major-General Wellesley at the same time with the ratification of the Treaty of Peace; but the forts of Asseerghur, Powanghur, and Dohud are not to be delivered up till accounts will have been received that the territories ceded have been evacuated by the Maharajah's officers and troops.

*Done in Camp at Surjee Anjengaum, this 30th of December, 1803,  
answering to the 5th Ramzaun, 1213 Fuzalee.*

(Sd.)	ARTHUR WELLESLEY.
„	EETUL-MAHADEO.
„	KAVEL NYN.
„	JESWUNT RAO GOORPARAH.
„	NARROO HURRY.

Ratified by the Governor-General in Council, 13th February 1804.

Ratified by His Highness the Nizam, on 20th April 1804.

Ratified by the Peishwa, on 14th May 1804.

## MEMORANDUM\* of the Jaidads belonging to the AMILS of ZUFUR YAB KHAN, the son of SUMROO.

### *In the Doab.*

Pergunnah of Pulm	.	.	.	.	.	.	.	1,39,665
Do. Boorhana	.	.	.	.	.	.	.	1,48,646
Do. Beernaba	.	.	.	.	.	.	.	1,32,755
Do. Amilpoor Byrat	.	.	.	.	.	.	.	1,00,875
Do. Jharu Sama	.	.	.	.	.	.	.	50,000
Do. Sirdhana	.	.	.	.	.	.	.	2,07,750
Do. Jeewur Juhungeerpoor	.	.	.	.	.	.	.	1,42,000
Do. Kootana	.	.	.	.	.	.	.	1,32,300
Do. Doghal Gaon	.	.	.	.	.	.	.	12,400
Do. Noorpoora	.	.	.	.	.	.	.	9,425

\* There is no schedule attached to the original Treaty, but this Memorandum, which is attached to a copy of the Treaty in the Foreign Office, is supposed to be the Schedule referred to in Article 2.

*Bhag Sing.*

In the Doab . . . . . 57,968

*Seth Sing Seik.*

Karnal, to the west of the River Jumna . . . . 14,000

*Ahmud Ali Khan.*

In the Doab . . . . . 57,000

*Nijabut Ali Khan, in the Doab.*

Pergunnah of Wanhut . . . . . 22,000

Do. Phoognar . . . . . 20,000

Do. Doornee . . . . . 7,000

Do. Sala Khera . . . . . 7,000

*Surmust Khan.*

In the Doab . . . . . 62,000

*Fyz Talub Khan, to the west of the Jumna.*

Pergunnah of Ruhtook . . . . . 2,93,208

*Mahomed Ali Khan.*

In the Doab . . . . . 32,000

*Urub Ali Khan.*

In the Doab . . . . . 18,968

*Resumed Jaghires, etc., in the Doab, and to the west of the Jumna, belonging to General Perron.*

Pergunnah of Noojhil, to the west of the River Jumna . . 1,15,000

Duties collected at the Ghaut of Shahadwa, opposite to Agra . . 5,248

Ditto Bhokur . . . . . 60,300

Niloha . . . . . 14,850

Keerapore . . . . . 1,67,000

Bhoomas . . . . . 8,200

Jubelee . . . . . 4,650

*Talookas in the Doab.*

Tooksan . . . . . 15,000

Bucha . . . . . 15,000

Bajapore . . . . . 18,000

Duties collected at Hunseergunge . . . . . 36,047

*To the west of the Jumna.*

Soosa . . . . . 20,000

Badurgur and Hasengur . . . . . 25,000

Bahora . . . . . 20,400



*Designed for the expenses of His Majesty's Establishment.*

Balput, in the Doab . . . . .	1,72,425
Barun, in the Doab . . . . .	1,04,895
Phoot and Siawa . . . . .	1,75,235
Pruchitgur . . . . .	77,200
Sonee, Julalabad, in the Doab . . . . .	1,90,201
Hawelee Palum, in the Kusba of Delhi . . . . .	1,89,533
Rahulee Goojur, in the Doab . . . . .	1,08,896
Surwa and Khurkanda, in the Doab . . . . .	64,434
Secunderabad, ditto . . . . .	75,625
Shikarpoor, to the west of the Jumna . . . . .	25,300
Khasra, in the Doab . . . . .	72,064
Kirawuhan, in the Doab . . . . .	32,700
Nujeebgur, to the west of the Jumna . . . . .	1,10,760
Duttianee . . . . .	4,000
Kiver . . . . .	20,000
Mint of the City of Delhi . . . . .	26,000
From the Office of Kurroree . . . . .	1,25,601
Taxes from the shop-keepers of Delhi . . . . .	17,000
Duties from the Mahals of the City . . . . .	40,000
From the collection of Export Duties . . . . .	1,500
Houses in Delhi, etc., becoming the property of the Crown from the death of persons without heirs . . . . .	4,000

*Runjeet Sing Jat.*

Kama	} to the west of the River Jumna . . . . .	1,00,000
Kawuree		
Paharee		

*Amildarees under the charge of Bamun Khunde Rao, to the west of the River Jumna.*

Kanor . . . . .	73,918
Rutteea Mundawur . . . . .	29,756
Ismaelpoor . . . . .	8,337
Neemrara . . . . .	12,001
Kor Pootlee . . . . .	40,042
Dadenee . . . . .	53,001
Surae Saba Chund . . . . .	1,401
Bijwara . . . . .	2,500
Khodana . . . . .	7,500
Goonalee Nahurjal . . . . .	26,641

*Under the charge of Krisnaje Appa, the Fort of Kishengur.*

Burdara . . . . .	1,324
Bhumbora . . . . .	17,238



*Talookas in the Doab belonging to the same persons in Suharunpore.*

Gungoo . . . . .	30,000
Jara and Gunget . . . . .	13,550
Poorchupar . . . . .	34,892
Lukhnouttee . . . . .	15,000
Gunnoor . . . . .	6,932
Chapyte Kheree . . . . .	7,000
Sumalia . . . . .	6,642
Shikarpoor Khooddee . . . . .	61,883
Kuttowlee . . . . .	80,917
Kandla . . . . .	47,641
Sonput . . . . .	39,348
Gohana . . . . .	1,16,329

### No. V.

TREATY of ALLIANCE with DOWLUT RAO SINDIA,—1804.

TREATY of ALLIANCE and MUTUAL DEFENCE between the HONOURABLE the ENGLISH EAST INDIA COMPANY and the MAHARAJAH ALI JAH DOWLUT RAO SINDIA BAHADUR, and his children, heirs and successors, settled by MAJOR JOHN MALCOLM, on the part of the HONOURABLE COMPANY, and by BAPOO EETUL PUNT and MOONSHEE KAVEL NYN, on the part of the MAHARAJAH DOWLUT RAO SINDIA, after having communicated to each other their full powers, the said JOHN MALCOLM being deputed to the Court of DOWLUT RAO SINDIA by MAJOR GENERAL the HONOURABLE ARTHUR WELLESLEY; the HONOURABLE MAJOR-GENERAL aforesaid being invested with full powers and authority from His EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, appointed by the HONOURABLE COURT of DIRECTORS of the said COMPANY to direct and control all their affairs in the EAST INDIES.

Whereas, by the blessing of God, the relations of friendship and union have been happily established between the Government of the Honourable

Company and that of the Maharajah Ali Jah Dowlut Rao Sindia Bahadoor by a recent Treaty of Peace, the two Governments aforesaid, adverting to the complexion of the times, have now determined, with a view to the preservation of peace and tranquillity, to enter into this Treaty of general defensive alliance, for the reciprocal protection of their respective territories, together with those of their several allies and dependants, against unprovoked aggression and encroachments of all or any enemies whatever.

#### ARTICLE 1.

The friendship and union established by the former Treaty between the two States shall be promoted and increased by this Treaty, and shall be perpetual: the friends and enemies of either State shall be the friends and enemies of both, and their mutual interests shall henceforward be inseparable.

#### ARTICLE 2.

If any person or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Article, the Governor-General in Council, in behalf of the Honourable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of the Maharajah Dowlut Rao Sindia, but will, at all times, in compliance with the requisition of the Maharajah, maintain and defend the same, when such requisition is made, in the like manner as the rights and territories of the Honourable Company are now maintained and defended.

#### ARTICLE 3.

With a view to fulfil this Treaty of mutual defence, the Maharajah agrees to receive, and the Honourable East India Company to furnish, a subsidiary force of not less than six thousand regular infantry, with the usual proportion of artillery, and with the proper equipment of warlike stores and ammunition. This force is to be stationed at such place near the frontier of Dowlut Rao Sindia as may hereafter be deemed most eligible by the British Government, and it will be held in readiness at such station to proceed as soon as possible for the execution of any service on which it is liable to be employed by the condition of this Treaty.

#### ARTICLE 4.

And it is further agreed that in conformity to the stipulations of the fifteenth Article of the Treaty of Peace, concluded by Major-General Wellesley, on the part of the Honourable Company, and by Bapoo Eetul,

reside in his dominions, any European or American whatever, without the consent and acquiescence of the British Government; the said British Government, on its part, engaging that it never will employ, or permit to reside in its dominions, any person subject of the Maharajah or others, who shall hereafter be guilty of crimes or of hostility against the person or government of the aforesaid Maharajah Dowlut Rao Sindia.

#### ARTICLE 8.

As, by the present Treaty, the union and friendship of the two States is so firmly cemented, that they may be considered as one and the same, the Maharajah engages neither to commence nor to pursue in future any negotiation with any principal States or powers, without giving previous notice and entering into mutual consultation with the Honourable East India Company's Government: and the Honourable Company's Government, on their part, declare that they will have no manner of concern with any of the Maharajah's relations, dependants, military chiefs, or servants, with respect to whom the Maharajah is absolute: and that they will, on no occasion, ever afford encouragement, support, or protection, to any of the Maharajah's relations, dependants, chiefs, or servants, who may eventually act in opposition to the Maharajah's authority, but, on the contrary, at the requisition of the Maharajah, they will aid and assist to punish and reduce all such offenders to obedience: and it is further agreed that no officer of the Honourable Company shall ever interfere in the internal affairs of the Maharajah's government.

#### ARTICLE 9.

As the chief object and design of the present defensive alliance is the security and protection of the dominions of the contracting parties, and their allies and dependants, from all attack whatsoever, the Maharajah Dowlut Rao Sindia engages never to commit any act of hostility or aggression against any State or Chief in alliance with the Honourable Company, or against any other principal State or power; and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet his full approbation and acquiescence.

#### ARTICLE 10.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with other principal States or powers, and to cultivate and improve the general relations of peace and amity with all the principal powers of India, according to the true spirit and tenor of this Treaty; but if a war should unfortunately break out between the contracting parties and any other State or power whatever, then the Maharajah Ali Jah Dowlut Rao Sindia Bahadur engages that the English force, consisting of six battalions, with their guns, etc., joined by a detachment of his army, consisting of six thousand of the Maharajah's infantry, and ten thousand

British Government, in like manner, if required by Dowlut Rao Sindia, shall direct such of the Company's troops as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within the Maharajah's dominions; and if disturbances shall at any time break out in any part of the dominions of the British Government which lays contiguous to the frontier of the Maharajah, the Maharajah, if required by the British Government, shall direct such of his troops as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within the dominions of the British Government.

#### ARTICLE 14.

In order to strengthen and confirm the friendship established between the two States; it is agreed that neither of the two contracting parties shall enter into any alliance, or have any concern with the tributaries or chiefs of the other: and, in order to support the independent authority of both Governments, it is agreed and declared, that hereafter neither of the contracting parties will give protection or countenance to the rebellious tributaries and subjects of the other, but they will use their utmost endeavours for the apprehension of such rebels, in order that they may be brought to punishment.

#### ARTICLE 15.

The Honourable Company agree to exert their influence to maintain the observance of such usages on matters of form and ceremony, and other customs, as shall appear to have been fixed on all points of intercourse and communication between the Peishwa and his ancestors, and the Maharajah Dowlut Rao Sindia and his ancestors: and the English Government also agree to recognize the rights of Dowlut Rao Sindia to all possessions he holds, whether by written Sunnuds, or by grants, or by the unwritten authority of the Peishwa, according to former usage, provided such Sunnuds do not interfere with the faithful fulfilment of the Treaty of Peace; and provided also that in all cases where disputes may arise, on the subject of possessions held by unwritten authority, the Maharajah Dowlut Rao Sindia agrees to refer it to the arbitration of the said British Government, who will decide, with reference to former usage, on the principles of truth and justice. The English Government further agrees to use its endeavour to prevent any acts which have been done by Dowlut Rao Sindia, or his ancestors, under the authority reposed in him or them by the Peishwa, or his ancestors, from being subverted provided their being supported is strictly consistent with the preservation of the honour and dignity of His Highness the Peishwa, and of the stipulations of the Treaty of Peace.

#### ARTICLE 16.

This Treaty, consisting of sixteen Articles, being this day settled by Major Malcolm, on the part of the Honourable Company, and by Eetul Punt and Moonshee Kavel Nyn, on the part of Dowlut Rao Sindia, Major Malcolm has delivered one copy thereof, in Persian and Mahratta and English signed and sealed by himself, to the said Maharajah, who, on his part, has

also delivered one copy of the same duly executed by himself: and Major Malcolm by virtue of a special authority given him in that behalf, by Major-General the Honourable Arthur Wellesley (himself vested with full powers as before stated), hereby declares the said Treaty to be in full force from the date hereof, and engages that a copy of the same from the Governor-General in Council, in every respect a counterpart of that executed by himself, shall be delivered to the Maharajah Ali Jah Dowlut Rao Sindia, in the space of two months and ten days, and on the delivery of such copy, the Treaty executed by Major Malcolm shall be returned.

*Done at Boorhanpoor, the 27th February, Anno Domini 1804, or 14th Zeecada, Anno Hegira, 1218.*



Company's  
Seal.

(Sd.) WELLESLEY.

Ratified by the Governor-General in Council, 23rd March 1804.

(Sd). G. H. BARLOW.

„ G. UDNY.

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### No. VI.

TREATY with DOWLUT RAO SINDIA, with the Declaratory Article annexed,—1805.

DEFINITIVE TREATY of AMITY and ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY and the MAHARAJAH ALI JAH DOWLUT RAO SINDIA BAHADOOR, and his children, heirs and successors.

Whereas various doubts and misunderstandings have arisen respecting the clear meaning and interpretation of parts of the Treaty of Peace concluded between the British Government and Dowlut Rao Sindia, at Surjee Anjengaum, on the 30th December 1803, with a view of doing away all such doubts, and of preventing the recurrence in future of any misunderstanding, this definitive Treaty of amity and alliance is concluded between the two States by Lieutenant-Colonel John Malcolm, acting under the immediate direction and superintendence of the Right Honourable General Gerard Lake, Commander-in-Chief of His Majesty's and the Honourable Company's Forces, &c., &c., &c., and vested with full powers and authority from the Honourable Sir George Hilario Barlow, Baronet, appointed by the Honourable Court of Directors of the said Company to control and direct all their affairs in the East Indies, and Moonshee Kavel Nyn, vested with full powers and authority, on the part of the said Maharajah Dowlut Rao Sindia.

## ARTICLE 1.

Every part of the Treaty of Peace concluded by General Sir Arthur Wellesley, K.B., at Surjee Anjengaum, except what may be altered by this engagement, is to remain binding upon the two States.

## ARTICLE 2.

The Honourable Company can never acknowledge that Dowlut Rao Sindia has any claim or right, grounded on the Treaty of Surjee Anjengaum, to possess the fort of Gwalior or the territories of Gohud ; but, from considerations of friendship, it agrees to cede to the Maharajah that fortress, and such parts of the territory of Gohud as are described in the accompanying Schedule.

## ARTICLE 3.

As a compensation for this cession, and to remunerate the English Government for the annual expense incurred in supporting the Rana of Gohud, Dowlut Rao Sindia agrees, on his own part and that of his Sirdars, to relinquish, after the 1st of January 1806, all right and claim whatever to the pensions of fifteen lakhs of Rupees granted to several of the chief officers of his State, by the seventh Article of the aforesaid Treaty of Surjee Anjengaum.

## ARTICLE 4.

The Honourable Company agree to pay to Dowlut Rao Sindia the arrears due upon the pensions granted by the seventh Article of the Treaty of Peace, as above mentioned, up to the 31st of December 1805, and also the balance due upon the revenues of Dholepore, Rajah-Kerrah, and Baree up to the same date, making deductions on the following heads:—

- 1st.—Pensions forfeited by Bappoo Sindia and Sudasheo Rao, by acts of hostility towards the British Government, to be stopped from the date of their hostility.
- 2nd.—Plunder of the British Residency.
- 3rd.—Cash advanced by Mr. Jenkins to parties of the Maharajah's troops.
- 4th.—Charges of collection, etc., for the provinces of Dholepore, Baree, and Rajah-Kerrah.

## ARTICLE 5.

With a view of preventing any misunderstanding relating to their respective possessions on the quarter of Hindustan, it is agreed that the river Chumbul shall form the boundary between the two States, from the city of Kotah to the west to the limits of the territories of Gohud to the east, and within that extent of the course of the Chumbul, Dowlut Rao Sindia shall have no claim or right to any rule, tribute, revenue, or possessions on its north bank ; and the Honourable Company shall have no claim or right to any rule, tribute, revenues or possessions on the south bank of that river. The talooks of Bhadek and Sooseperarah, which are on the banks of the Jumna, will, however, remain in possession of the Honourable Company.



## ARTICLE 6.

By the fifth Article of this Treaty, which makes the river Chumbul the boundary of the two States, from the city of Kotah to the west to the limits of the territories of Gohud to the east, the Maharajah resigns all pretensions and claims to any tribute from the Rajah of Boondee, or any other, on the north bank of the Chumbul, within the aforementioned limits: also to the countries of Tank Ramporah, Bahraungaum, Zemeidah, etc., and to the districts of Dholepore, Rajah-Kerrah, and Baree, all which remain in the possession of the Honourable Company.

## ARTICLE 7.

The Honourable Company, on consideration of the benefits derived from the Article which makes the Chumbul the boundary between the two States, and from friendship to the Maharajah, agree to grant him, personally and exclusively, the annual sum of four lakhs of rupees, to be paid by quarterly instalments, through the Resident at the Durbar; and the Honourable Company also agree to assign, within their territories in Hindustan, a jaghire (to be holden on the same footing as that enjoyed by Balla Bai) amounting to a revenue of two lakhs of rupees per annum, to Baiza Bai, the wife of Dowlut Rao Sindia, and a jaghire, amounting to the sum of one lakh of rupees per annum, to Chumna Bai, the daughter of that Chief.

## ARTICLE 8.

The Honourable Company engage to enter into no Treaty with the Rajahs of Oodeypore and Jodhpore, and Kotah or other Chiefs, tributaries of Dowlut Rao Sindia, situated in Malwa, Meywar, or Marwar, and in no shape whatever to interfere with the settlement which Sindia may make with those Chiefs.

## ARTICLE 9.

The Honourable Company are now engaged in a war with Jeswunt Rao Holkar, and using every exertion for his reduction; but should they hereafter make a peace, or enter into any agreement with that Chief, they engage not to restore to him, or desire to be restored to him, any of the possessions of the family of Holkar in the province of Malwa, lying between the river Tapti and Chumbul, which may have been taken by Dowlut Rao Sindia, nor will the Honourable Company interfere in any manner whatever in the disposal of those provinces; and they will consider Dowlut Rao Sindia at full liberty to make such arrangement as he chooses with Jeswunt Rao Holkar, or with any other branch of the Holkar family, respecting the claims of that family to tribute from the Rajahs, or others, or to any possessions situated to the north of the river Tapti and to the south of the river Chumbul: but it is clearly to be understood, that as the Company's Government agrees not to concern itself with the arrangements which Sindia may make with the family of Holkar, respecting their claims or hereditary possessions, situated between the Tapti and the Chumbul, that Government will not take part in any dispute or war which may be the result or consequence of such arrangements or settlement,

## ARTICLE 10.

As Serjee Rao Ghaultka has acted in a manner calculated to disturb the friendship between the two States, the Maharajah agrees never to admit that Chief to share in his councils, or to hold any public employment under his Government.

## ARTICLE 11.

This Treaty, consisting of eleven Articles, has been this day settled by Lieutenant-Colonel Malcolm, acting under directions of the Right Honourable Lord Lake, on the part of the Honourable Company, and by Moonshee Kavel Nyn, on the part of Dowlut Rao Sindia. Lieutenant-Colonel John Malcolm has delivered one copy thereof, in Persian and English, signed and sealed by himself, to the said Moonshee Kavel Nyn, to be forwarded to the Maharajah Dowlut Rao Sindia, and has received from the said Moonshee Kavel Nyn a counterpart of the said Treaty signed and sealed by the said Moonshee. Lieutenant-Colonel John Malcolm engages that a copy of the said Treaty, ratified by the Honourable the Governor-General in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Moonshee Kavel Nyn, to be forwarded to the Maharajah, within the period of one month from this date, and on the delivery of such copy to the Maharajah, the Treaty executed by Lieutenant-Colonel John Malcolm, under the immediate direction of the Right Honourable Lord Lake, shall be returned; and Moonshee Kavel Nyn, in like manner, engages, that another copy of the said Treaty, ratified by the Maharajah Ali Jah Dowlut Rao Sindia, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Lieutenant-Colonel John Malcolm, to be forwarded to the Honourable the Governor-General, within the period of one month from this date; and on the delivery of such copy to the Honourable the Governor-General, the Treaty executed by Moonshee Kavel Nyn, by virtue of the full powers and authority vested in him, as abovementioned, shall also be returned.

*Done at Mustafapoor, this 22nd day of November, Anno Domini 1805, or 29th of Shuban, in the year of the Hegira 1220.*

(Sd.) JOHN MALCOLM.

„ KAVEL NYN.

DECLARATORY ARTICLES annexed to the TREATY concluded between the RIGHT HONOURABLE LORD LAKE, on the part of the HONOURABLE COMPANY, and MAHARAJAH DOWLUT RAO SINDIA on the 22nd November 1805.

Whereas objections have arisen to the terms of the fifth, sixth, and seventh Articles of the aforesaid Treaty, it is hereby agreed and declared

predatory power of the Pindarees, and to destroy and prevent the revival of the predatory system in every part of India ; the following Articles have been agreed on for the purpose of giving effect to the mutual wishes of the two States.

#### ARTICLE 1.

The contracting parties engage to employ the forces of their respective governments and of their allies and dependants in prosecuting operations against the Pindarees and any other bodies of associated freebooters ; to expel them from their haunts, and to adopt the most effectual measures to disperse and prevent them from re-assembling. With this view the forces of the two Governments and their respective allies will immediately attack the Pindarees and their associates, according to a concerted plan of operations, and will not desist until the objects of this engagement are entirely accomplished. The Maharajah further agrees to employ his utmost efforts to seize the persons of the Pindaree leaders and their families, and deliver them up to the British Government.

#### ARTICLE 2.

The Pindaree hordes having established themselves in the territories of the Maharajah and other neighbouring States, it is hereby agreed that, on their expulsion, such of the lands occupied by them as heretofore belonged to the Maharajah, shall be immediately resumed by His Highness, who engages never to re-admit them to possession. Such of the lands now occupied by the Pindarees as belong to other States shall be restored to their rightful proprietors, provided they shall have exerted themselves to the extent required in expelling the Pindarees, and shall engage never to re-admit them, or in any way to connect themselves with those freebooters. Those lands shall otherwise be delivered over to Maharajah Dowlut Rao Sindia, and be held by him on the same conditions.

#### ARTICLE 3.

Maharajah Dowlut Rao Sindia hereby engages never to re-admit the Pindarees or any other predatory bodies into his territories, or in any manner to give them the smallest countenance or support, or to permit his officers to do so ; on the contrary, His Highness promises to issue the most positive orders to all his officers, civil and military, and to enforce them, by the severest penalties, to employ their utmost efforts to expel or destroy any bodies of plunderers who may attempt to take refuge in His Highness' territories. All officers disregarding His Highness' orders are to be considered and dealt with as rebels to the Maharajah and enemies of the British Government.

#### ARTICLE 4.

Maharajah Dowlut Rao Sindia is the undisputed master of his own troops and resources. With a view, however, to the more effectual accomplishment of the objects of this Treaty, His Highness agrees that the divisions of his troops (which taken together shall amount to 5,000 horse) employed in active operations against the Pindarees or other freebooters,

*Separate Schedule of Districts, pertaining to Gwalior and Gohud, which are ceded to the Maharaja Ali Jah Dowlut Rao Sindia on the part of the British Government—(concluded).*

Talooka of Pohpey.	Khugeesces.
„ of Oomree.	Gohound.
„ of Bullaweh.	Nabaskhera.
„ of Aba.	Gujcera.
„ Jugnee.	Kutowlee.
Seray Choolah.	Sawum Kalan.
Dhoondree.	Pergunnah of Moh.
Auhoon.	„ of Kutwa.
Nourabad.	Deogur.
Atoora.	

(A true copy.)

(Sd.) N. B. EDMONSTONE,  
Secretary to Government.

## NO. VII.

TREATY of CONCERT and ALLIANCE with DOWLUT RAO SINDIA,  
dated the 5th November 1817.

TREATY of CONCERT and ALLIANCE between the HONOURABLE the ENGLISH EAST INDIA COMPANY and MAHARAJAH ALI JAH DOWLUT RAO SINDIA, BAHADOOR, and his children, heirs and successors, settled on the part of the HONOURABLE COMPANY by CAPTAIN ROBERT CLOSE, by virtue of full powers to that effect vested in him by HIS EXCELLENCY the MOST NOBLE FRANCIS, MARQUIS OF HASTINGS, KNIGHT of the MOST NOBLE ORDER of the GARTER, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL, appointed by the HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, COMMANDER-IN-CHIEF of HIS MAJESTY'S and the HONOURABLE COMPANY'S FORCES, &c., &c., &c., and on the part of HIS HIGHNESS DOWLUT RAO SINDIA by RAM CHUNDRU BHASKUR, duly empowered by His HIGHNESS to that effect.

Whereas the British Government and Maharajah Ali Jah Dowlut Rao Sindia Bahadoor are mutually actuated by a desire to suppress the

to prohibit his officers from admitting into the ranks of his army, or otherwise harbouring or protecting, the Pindarees, or other freebooters; and all persons neglecting or disobeying these orders are to be considered and treated as rebels to His Highness and enemies of the British Government.

#### ARTICLE 8.

With a view to the more effectual prosecution of the joint operations of the two Governments, and to the facility and security of the communication of the British troops with their supplies, the Maharajah, reposing entire confidence in the friendship and good faith of the British Government, agrees that British garrisons shall be admitted into the forts of Hindia and Asseergurh, and shall be charged with the care and defence of those forts during the war, and shall have the liberty of establishing depôts within them. The flag of Dowlut Rao Sindia shall, however, continue to fly in the fort of Asseergurh, and His Highness shall be at liberty to station a killadar, with a personal guard of fifty men, in the said fort; but it is clearly understood that the actual command of that place as well as of Hindia, and the disposal of the warlike stores that may be found in those forts, shall be vested exclusively in the British Commanding Officers. Any part of those stores that may be damaged or expended, while the forts in question are occupied by the British troops, shall be accounted for, and the value made good to His Highness. For the more effectual performance of this stipulation, inventories shall be taken by officers, on the part of both Governments, at the time of the occupation of the forts by the British Government. The present garrisons (with the exception above stated in regard to Asseergurh) shall move out of the forts. The Maharajah will thenceforward have no further concern with the Sebundeas of the garrisons, but His Highness' other troops, including the Paigah, etc., shall encamp at such places as may be prescribed by the British officers, in conformity to the provisions of the 6th Article. The territories depending on the forts above-mentioned will continue to be managed by the officers of the Maharajah, who will receive every support from the British Government and its officers. The whole, or such portion of the revenues as may be necessary, shall be appropriated to the payment of the Maharajah's troops acting in concert with the British divisions, as stipulated in the 5th Article; and a faithful account of the whole shall be rendered to His Highness after the conclusion of the war. The two forts above-mentioned, and the territories dependent on them, will be restored to the Maharajah as soon as the operations against the Pindarees or their confederates shall be brought to a termination, in the same condition in which they may be delivered up to the British Government. All private property will be respected; and the inhabitants of the towns or villages depending on the forts will enjoy the protection of the British Government, or be permitted to depart with their property, if they think proper.

#### ARTICLE 9.

The main object of the contracting parties being to prevent for ever the revival of the predatory system in any form, and both Governments being

shall act in concert with the British troops, and in conformity to the plan that may be counselled by the officer commanding the British divisions, with which His Highness' troops may be appointed to act in concert. With the same view it is agreed that a British officer shall be stationed with each division of the Maharajah's troops, to be the channel of communication between them and the British Commanding Officer ; and to forward the other purposes of their conjunct operations, His Highness engages that all his officers, civil and military, shall afford every degree of support and assistance in their power, in procuring supplies or otherwise to the British troops operating in his territory ; and any failure in this respect shall subject the offending party to be considered and treated as a rebel to His Highness and an enemy of the British Government.

#### ARTICLE 5.

Maharajah Dowlut Rao Sindia engages that the divisions appointed to act in concert with the British troops shall be maintained in a state of complete equipment, both men and horses, and regularly paid. In order to provide effectually for the latter object in such a manner as shall prevent all future discussion or dispute, His Highness consents to renounce, for the next three years, the payments now made by the British Government to him, as well as to certain members of his family and ministers of his Government, and that those sums shall be disbursed towards the payment of His Highness' troops, through the British officers stationed with them : and the British Government agrees at the conclusion of the war, and after His Highness' troops shall have received what may be due to them, to pay any balance that may remain to His Highness. With the same view, the Maharajah Dowlut Rao Sindia likewise consents to relinquish in the fullest manner to the British Government, for a period of two years, the tribute which he is entitled to receive from the States of Jodhpore, Boondee, and Kotah.

#### ARTICLE 6.

It is agreed that the troops of Maharajah Dowlut Rao Sindia, cavalry, infantry, and artillery, shall occupy, during the war, such positions as shall be designated by the British Government, and shall not change them without the express concurrence of that Government, any unconcerted movements being calculated to derange the joint operations of the forces of the two States, and to give advantage to the enemy. It is also agreed, in order to ensure the due execution of the stipulation contained in this Article, that the British Government shall be at liberty to station an officer in each of the divisions of the Maharajah's army abovementioned.

#### ARTICLE 7.

The force that will be put in motion by the British Government, and that actually in the service of Maharajah Dowlut Rao Sindia, being fully sufficient to chastise the Pindarees and effect the objects of the present Treaty, His Highness agrees, in order to prevent the possibility of collusion between his officers and the Pindarees, not to augment his forces during the war, without the concurrence of the British Government. His Highness expressly engages

## Schedule No. 1.

*Statement of Cessions made by the British Government to Maharajah  
Dowlut Rao Sindia.*

TALOOKAS.	In what district.	REVENUE AT THE HIGHEST ESTIMATE.	
		Total of each.	Total.
<i>Lands of the Vinchoorkur.</i>			
Raee . . . . .	Gwalior . . . . .	2,10,000	
Susarem . . . . .	Ditto . . . . .		
Sisaree . . . . .	Ditto . . . . .		
Simrea . . . . .	Ditto . . . . .		
Mehagaon . . . . .	Ditto . . . . .		
Jukhoda . . . . .	Ditto . . . . .		
Powaya . . . . .	Ditto . . . . .		
Pulacha . . . . .	Ditto . . . . .		
Butterwas and Mustooria	Nurwur . . . . .		
Arown . . . . .	Gwalior . . . . .		
Chandpoor . . . . .	Ditto . . . . .	10,000	
Punyar . . . . .	Ditto . . . . .		
Khurya . . . . .	Ditto . . . . .		
Gurajur and 3 villages . . . . .	Ditto . . . . .		
Raee Rajgur . . . . .	Nurwur . . . . .	3,000	
Kurhowul . . . . .	Ditto . . . . .	1,500	
Bamore . . . . .	Ditto . . . . .	85,000	
Share of Cherus and Digdowleah	Ditto . . . . .		
Kuduyo . . . . .	Aheerwara . . . . .		
Utheekhara . . . . .	Ditto . . . . .		
Billakhara . . . . .	Ditto . . . . .	17,000	
Budurhutta and Bamsolee . . . . .	Subbulgurh . . . . .		
Koolhowlee . . . . .	Ditto . . . . .		
Rampoor . . . . .	Ditto . . . . .		
Jolvahargur . . . . .	Ditto . . . . .	1,000	
Sewye . . . . .	Ditto . . . . .		
			3,26,500
<i>Lands of the Jadhows.</i>			
Sippree . . . . .	South of Nurwur . . . . .	25,000	90,000
Kolarus . . . . .	Ditto . . . . .	24,000	
Jirree . . . . .	Ditto . . . . .	27,000	
Gazeegur and Gaswanee . . . . .	Ditto . . . . .	13,000	
Oomedgur . . . . .	Ditto . . . . .	1,000	
Carried forward, Rupees . . . . .	...	...	4,16,500

satisfied that to accomplish this wise and just end it may be necessary for the British Government to form engagements of friendship and alliance with the several States of Hindostan, the 8th Article of the Treaty of the 22nd November 1805, by which the British Government is restrained from entering into Treaties with certain Chiefs therein specified, is hereby abrogated and annulled; and it is declared that the British Government shall be at full liberty to form engagements with the States of Oudeypore, Jodhpore, and Kotah, and with the State of Boondée, and other substantive States on the left bank of the Chumbul. Nothing in this Article shall, however, be construed to give the British Government a right to interfere with States or Chiefs in Malwa or Guzerat, clearly and indisputably dependent on, or tributary to, the Maharajah: and it is agreed that His Highness' authority over those States or Chiefs shall continue on the same footing as it has been heretofore. The British Government further agrees and promises, in the event of its forming any engagements with the above-mentioned States of Oudeypore, Jodhpore, Kotah, and Boondée, or with any others on the left bank of the Chumbul, to secure to Dowlut Rao Sindia his ascertained tribute and to guarantee the same in perpetuity to be paid through the British Government; and Dowlut Rao Sindia engages, on his part, on no account or pretence whatever, to interfere in any shape in the affairs of those States without the concurrence of the British Government.

#### ARTICLE 10.

If (which God forbid) the British Government and the Maharajah shall be compelled to wage war with any other State, on account of such State attacking either of the contracting parties, or aiding or protecting the Pindarees or other freebooters, the British Government, having at heart the welfare of Dowlut Rao Sindia, will, in the event of success, and of His Highness' zealous performance of his engagements, make the most liberal arrangements for the consolidation and increase of his territories.

#### ARTICLE 11.

Such parts of the Treaty of Surjee Anjengaum, and of the Treaty concluded on the 22nd November 1805, as are not affected by the provisions of the present engagement, remain in full force, and are mutually binding on the contracting parties.

#### ARTICLE 12.

This Treaty, consisting of twelve Articles, having this day been concluded, subject to the ratification of the Governor-General and Maharajah Ali Jah Dowlut Rao Sindia, Captain Close engages to procure the ratification of the Governor-General in five days from this date, or sooner if possible; and Ram Chandru Bhaskur engages to obtain His Highness' ratification before sunset this evening.



## Schedule No. 2.

*Statement of Cessions made by Maharajah Dowlut Rao Sindia to the British Government.*

	Original Revenue.			Additional Revenue.			Total of each.			TOTAL.		
	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.
<i>District of Ajmere.</i>												
Huwelee Ajmere	86,489	12	6	30,000	0	0	1,16,489	12	6			
Ramser and Sree-nuggur	51,000	0	0	25,000	0	0	76,000	0	0			
Bhenoy	51,085	0	0	25,000	0	0	76,085	0	0			
Lokundee	40,259	6	0	20,000	0	0	60,259	6	0			
Sawur	2,500	0	0	1,000	0	0	3,500	0	0			
Phoolpah	2,000	0	0	...			2,000	0	0			
Musada	14,033	0	0	7,000	0	0	21,033	0	0			
Kharwah	2,900	0	0	1,500	0	0	4,400	0	0			
Customs Duties, Fines, &c.	44,191	6	6	...			44,191	6	6			
Revenue collected under the name of Bhoom Baba and Buttail Baba, Rupees 25,000 every second year	12,500	0	0	...			12,500	0	0			
Ditto for Nath, Khasgee Ghogree, and Aumeena, &c.	...			...			38,567	7	0			
Ditto ditto Khowaza Saheb and Mirza Saheb	...			...			45,958	0	0			
Ditto ditto Kylasvasee Appa Saheb's Chutree (Tomb)	...			...			3,000	0	0			
Ditto ditto Dhurum Doss and Keerut Mull	...			...			1,500	0	0			
<i>Boondee Tribute, one-fourth of the Revenue.</i>										5,05,484	0	0
Kusba Boonde	10,000	0	0	...			10,000	0	0			
Burrodoah	8,500	0	0	...			8,500	0	0			
Sikarlohecha	10,000	0	0	...			10,000	0	0			
Bussee	6,000	0	0	...			6,000	0	0			
Kauprun	4,000	0	0	...			4,000	0	0			
<i>Collections from the following Mahals.</i>										38,500	0	0
Gunnawly	24,000	0	0	...			24,000	0	0			
Boordun	21,000	0	0	...			21,000	0	0			
Kurwar Summadhee	25,000	0	0	...			25,000	0	0			
New Talooka, Footgaown Baug	8,000	0	0	...			8,000	0	0			
Nuwal Gaown	100	0	0	...			100	0	0			
	6,000	0	0	...			6,000	0	0			
										84,100	0	0
Carried over	...						...			6,28,084	0	0

that in lieu of the revenues of those districts, which by Treaty have been set aside for the payment of the contingent to be employed against the Pindarees, a third year's tribute on the States of Kotah and Jodhpore shall, in the event of its being required, be assigned for that purpose.

In witness whereof Maharajah Ali Jah Dowlut Rao Sindia has hereunto affixed his seal, and Captain Josiah Stewart engages to obtain and deliver to Maharajah Dowlut Rao Sindia, without delay, a counterpart of this engagement, with the ratification of the Most Noble the Governor-General.

*Done at Gwalior, this twenty-fifth day of June in the year of our Lord 1818, corresponding with the twentieth day of Shaban, 1233 of the Hegira, and with the 7th of Jeshth Vud, in the year 1219 of the Arabic era.*

(Sd.) J. STEWART,  
*Acting Resident.*

*Memorandum.*—This engagement was ratified by His Excellency the Governor-General, on the river near Dinapore, on the 9th July 1818.

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agreed between the Maharajah and the British Government that the body of Auxiliary Horse to be maintained by His Highness shall be reduced, so that the abovementioned funds, namely, the annual payments formerly made to the Maharajah and his family and ministers, together with the tribute due from the Rajpoot States, may be fully adequate to the payment of the force.

It is further agreed that, for the liquidation of the debt incurred by the Maharajah to the British Government for the payments already made to the Auxiliary Horse, as well as for the expenses of those Horse until the funds appropriated for their maintenance become available, the following districts shall be made over, from the commencement of the year 1877 Sumbut, to the British Government, *viz.* :—

### IN KANDEISH.

1. The Pergunnah of Yawul.
2. Ditto Chopra.
3. Ditto Pachora.
4. Ditto Lohara, 12 villages.
5. Possessions in Gurra Kota and Maltoun, intermixed with those of the British Government, together with the fort of Gurra Kota.

And whereas all the abovementioned districts are intermixed with the possessions of the British Government, it is further agreed that, after the liquidation of the debt due by the Maharajah, the British Government shall either restore those districts to His Highness, or continue to hold them, paying a fair rent for them, or grant to His Highness other lands of equal value, in lieu of them, which may be more conveniently situated, whichever mode may appear best to the British Government.

*Done at Gwalior, this sixth day of February, in the year of our Lord 1820, corresponding with 20th day of Rubee-ooos-sanee, 1235 of the Hegira, and with 7th Magh Vud Suptumee 1220 of the Arabic era.*

(Sd.) J. STEWART,  
*Acting Resident.*

(Sd.) HASTINGS.

Dowlut Rao  
Sindia's  
Seal.

„ J. ADAM.

„ J. E. COLEBROOKE.

The Governor General's  
Small Seal.

Ratified by His Excellency the Governor-General in Council this 22nd day of April A.D. 1820.

(Sd.) C. T. METCALFE,  
*Secretary.*

## Schedule No. I.—(Concluded.)

TALOOKAS.	In what district.	REVENUE AT THE HIGHEST ESTIMATE.	
		Total of each.	Total.
Brought forward	...	...	4,16,500
<i>Lands of Rajah Bahadoor.</i>			
Toomun . . . . .	In Aheerwara . . . . .	25,000	
Puchar . . . . .	Ditto . . . . .	35,000	
Runode . . . . .	Ditto . . . . .	25,000	
Peeprye . . . . .	Ditto . . . . .	65,000	
Kutchuar . . . . .	Ditto . . . . .	20,000	
Ramser . . . . .	Ditto . . . . .	27,000	
That part of Shujawulpore west of the Neewuz.	} Ditto . . . . .	{ Revenue not known	1,97,000
<i>Lands of the Oreekur.</i>			
Malhargur . . . . .	Malwa . . . . .	...	
Mungowlee . . . . .	Ditto . . . . .	10,000	
Bhorasso . . . . .	Ditto . . . . .	12,000	
Kunjee . . . . .	Ditto . . . . .	15,000	
Teeoonda . . . . .	Ditto . . . . .	10,000	
Dhamad and Bagrode . . . . .	Ditto . . . . .	20,000	
Nya Suraae . . . . .	Aheerwara . . . . .	60,000	
Aggur . . . . .	Sondwara . . . . .	75,000	2,02,000
<i>Lands of the Nygonghur.</i>			
Dewry . . . . .	Near Saugor . . . . .	50,000	
Goorjama . . . . .	Ditto . . . . .	25,000	
Narmhow . . . . .	Between Saugor and Bhopal.	35,000	
Chourpart . . . . .	Near the Nerbudda . . . . .	3,000	
Taindoo Khaira . . . . .	Ditto . . . . .	20,000	
Balla Behut and Suhraee . . . . .	In Aheerwara . . . . .	75,000	
Oonarsee . . . . .	Near Seronge . . . . .	50,000	2,58,000
GRAND TOTAL, RUPEES . . . . .	...	...	10,73,500

Governor-General's  
Small Seal.

(Sd.) HASTINGS.

„ J. ADAM.

Secretary to the Governor-General.

By the Governor-General.

*Done at Gwalior, this 10th day of November 1823 corresponding with the 6th of Rubee-al-awal, in the year 1239 of the Hegira, and with the 8th of Karsick (Shoodh), in the year 1880 Sumbut, or 1224 of the Arabic era.*

In the year Soor (Shuru) Sun, Araba Assooroon (Ashrin), in the month of Mohurru and on the 25th day, corresponding with A.D. 1824, I request that in the district of Nimar, the undermentioned mahals may be received from the charge of kamavisdars and transferred in kamavish (khalsa) to the charge of the English:—

1. Kundwae pergunnah.
2. Burwae.
3. Poonassa.

4. Sylance pergunnah.
5. Dhungaon Mosa.

These five mahals are transferred from the aforesaid years in kamavish in order that they may be restored to prosperity and re-peopled. Whatever may be collected shall be paid into the Sircar's treasury year by year; this is exclusive of the Domallagaon, the Padaruk Zumeen, which must be continued according to custom. When the mahals are restored to prosperity, and shall have reached their Kumal Juma, they must be shown (in Mahrattée "Anoon dakwae").

In the year Kumus (Khams) Assooreen, Moeateein-wo-Aluf, and the 22nd of the month of Suffer, A.D. 1825, the Government of the Company having stated that certain mahals are not prosperous, but on the contrary very much depopulated, and requested that they might be transferred to its management to be restored to prosperity; for this reason the following mahals are transferred:—

1. Assore (Asir), excepting Hussainpoora, Surbaugh, Soodecpoora.
2. Bangurh pergunnah.
3. Moode pergunnah.
4. Belora talooka.
5. Attode (Altod) talooka.

6. Deore pergunnah, including the talookas of Tendokerra, Narmon, the pergunnahs of Gower, Jakur and Sowlate.
7. Peemplode (Piplod) pergunnah.

The above seven mahals are from the above-mentioned year transferred to the Company according to its request for the purpose of being restored to prosperity. When they shall have reached their Kumal Juma they shall be shown (in Mahrattée "Anoon dakwunee"). After the Malmuskoor (this includes Sebundee, Nemnook, Durukdar, &c.) shall have been settled, the remainder of the collections, as in other mahals, according to the kistbundee, shall be paid into the Sircar's treasury always excluding Duorunda, Wurchasun, Paduruke Zumeen, and Gaon Domale, Natkhasgee, Ameene, &c., which must be continued according to custom.



stationed within His Highness' territories, for the protection thereof and the preservation of good order therein, and the cost of such force hitherto has been about Company's Rupees 5,00,000 per annum, and the revenues and receipts set apart and assigned for the maintaining of the said force, together with other revenues now received by the British Government on His Highness' account, amount to the sum of about Company's Rupees 5,46,000 ; and whereas it is expedient to increase the amount of such force and to make permanent provision for defraying the charge thereof, it is therefore agreed between the British Government and His Highness the Maharajah Jyajee Rao Sindia, that in addition to all the revenues and other receipts already set apart for the purpose of maintaining the said force, or received by the British Government on His Highness' account, the revenues of the districts enumerated and territory described in the Schedule A. to this Treaty shall be appropriated to the maintenance of such force.

#### ARTICLE 3.

It is further agreed that if the revenues of the districts so enumerated and described in such Schedule A., together with the revenues and payments mentioned in the foregoing Article as set apart for the payment of the said force, or heretofore received on His Highness' account, shall, after defraying thereout all the charges of civil administration, exceed the sum of Company's Rupees eighteen lakhs, the surplus shall be paid over to His Highness Maharajah Jyajee Rao Sindia ; and if the said revenues and receipts shall fall short of Company's Rupees eighteen lakhs per annum, the deficiency shall be made good by His Highness.

#### ARTICLE 4.

And it is further agreed, for the better securing of the due payment of the revenues of such districts enumerated and described in Schedule A., and for the better preserving of good order within the same, that the civil administration thereof shall be conducted by the British Government, in the same manner in which the civil administration of the other districts belonging to the Maharajah, of which the revenues are similarly assigned, is conducted by the British Government for His Highness.

#### ARTICLE 5.

And whereas there is now due to the British Government the sum of ten lakhs of Rupees, more or less, as may hereafter appear on examination of the accounts, on the score of charges of the contingent force, and a further sum of one lakh, on account of advances made to Her Highness Baiza Bai, and on other accounts, and the charges of the present armament, of the British Government may be estimated at ten lakhs (after deducting therefrom the expense of furnishing to His Highness six thousand men, with artillery and stores, free of cost to His Highness, under the provisions of the Treaty of Boorhanpoor), and a further expenditure of five lakhs will be incurred by the British Government in affording compensation for losses sustained during, and in consequence of, the late hostilities, and in other charges connected therewith ; it is further agreed that His Highness shall pay to the British Government

## No. X.

## TRANSLATION of an AGREEMENT between the BRITISH GOVERNMENT and the MAHARAJAH DOWLUT RAO SINDIA, regarding the NIMAR DISTRICTS,—1823.

Whereas by an arrangement formerly effected by Major-General Sir John Malcolm, it was agreed that the Maharajah Dowlut Rao Sindia should pay annually the sum of Rupees four thousand and thirty-eight towards the support of certain Girassia Chiefs in Nimar, which contribution not having been paid for upwards of four years, a debt has consequently accumulated to near Rupees twenty thousand ; and whereas the pergunnahs of Dhurgaon, Burwee, Sylanee, Poonassa and Kandwa, which adjoin certain provinces belonging to the British Government in Nimar, are now so desolate that the Maharajah does not receive the proper revenue of them, and in consequence of the disorder which prevails in them, great inconvenience is occasioned to the adjacent districts of the British Government in that quarter : Therefore, in order to remove those inconveniences and to provide for the payment of the debt before-mentioned, as well as to secure the punctual discharge for the future of the annual contribution above noticed of Rupees four thousand and thirty-eight, it is hereby agreed by the Maharajah that the aforesaid pergunnahs including their dependencies shall (with the exception of certain long established rights or charitable grants as Nankar Pudarick and Dhermdow) remain in the possession of the Honourable Company.

The British Government consents that, after deducting the amount of the debt mentioned in the preceding Article, and after deducting the annual contribution of Rupees four thousand and thirty-eight, together with the expenses of management, the whole remaining revenue, to be collected from the districts abovementioned shall be paid annually to the Maharajah for ever ; and as the expenses of management cannot now be correctly ascertained, it is likewise agreed that whatever sum those expenses may amount to during the first year that the pergunnahs aforesaid remain in the possession of the British Government, the same amount shall be considered for ever afterwards the fixed and permanent annual charge on that account.

And whereas certain Girassia Chiefs in Malwa are by former agreement entitled to receive from the Maharajah's Government certain Tankha dues in the payment of which difficulties have been sometimes made by the Maharajah's officers, it is hereby agreed by both Governments that as long as those payments shall be faithfully and regularly discharged, the Girassia Chiefs shall continue to receive them from the Maharajah's kamavis-dars, but if at any time the Maharajah's officers hesitate to make the payments in question, it is understood that the British Government shall be at liberty to discharge them and to add the amount of those payments to the deductions already agreed to be made from the revenue of the districts abovementioned.



## No. XI.

TREATY between the BRITISH GOVERNMENT and the MAHARAJAH JYAJEE RAO SINDIA, dated the 13th January 1844.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and MAHARAJAH ALI JAH JYAJEE RAO SINDIA, BAHADOOR, and his children, heirs and successors, settled on the part of the HONOURABLE COMPANY by FREDERICK CURRIE, ESQUIRE, and LIEUTENANT-COLONEL WILLIAM HENRY SLEEMAN, by virtue of full powers to that effect vested in them by the RIGHT HONOURABLE EDWARD, LORD ELLENBOROUGH, one of HER BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL, appointed by the Honourable Company to direct and control all their affairs in the East Indies; and on the part of HIS HIGHNESS JYAJEE RAO SINDIA by RAO RAM RAO PHALKIA BAHADOOR SHUMSHERE JUNG, DEO RAO JADHOW MAMA SAHEB, DUBEER-OD-DOWLAH MOON-SHEE RAJAH BULWUNT RAO BAHADOOR, OODAJEE RAO GHATGIA, MOOLIA JEE, and NARAYUN RAO BHAOO YUMAJEE, Potnivees the Sirdars nominated to conduct the affairs of the Government during His Highness' minority.

## ARTICLE 1.

Every part of the Treaty of Peace concluded by General Sir Arthur Wellesley, K.B., at Surjee Anjengaum, on the 30th December 1803, and of the Treaty of alliance and mutual defence, settled by Major John Malcolm at Boorhanpoor, on the 27th February 1804, and of the definitive Treaty of amity and alliance, with the declaratory Articles annexed, concluded by Lieutenant-Colonel John Malcolm, at Moostafapoor, on the 22nd November 1805, and of the Treaty concluded between Captain Robert Close, on the part of the British Government, and Maharajah Ali Jah Dowlut Rao Sindia, on the 5th November 1817, as well as every part of all other Treaties and Engagements between the two States, which may be now in force, except in so far as may be altered by this engagement, is to remain binding upon the two Governments.

## ARTICLE 2.

Whereas the late Maharajah Jankojee Rao Sindia engaged to defray all the charges of a force, to be commanded by British officers, and constantly



the sum of twenty-six lakhs of Rupees within fourteen days from the date of this Treaty, and in default thereof that the revenues of the several districts enumerated in Schedule B., attached to this Treaty, shall, together with the civil administration of such districts, be made over to the British Government until such time as the said sum of twenty-six lakhs of Company's Rupees shall have been paid, together with interest, at the rate of five per cent. per annum upon the same.

#### ARTICLE 6.

And whereas the British Government is bound by Treaty to protect the person of His Highness the Maharajah, his heirs and successors, and to protect his dominions from foreign invasion, and to quell serious disturbances therein, and the army now maintained by His Highness is of unnecessary amount, embarrassing to His Highness' government and the cause of disquietude to neighbouring States, it is therefore further agreed that the military force of all arms hereafter to be maintained by His Highness, exclusive of the contingent above provided for, shall at no time exceed nine thousand men, of whom not more than three thousand shall be infantry, with twelve field guns and two hundred gunners, with twenty other guns; and His Highness the Maharajah engages to take immediate measures for the reduction of his army within the number above specified, and the British Government engages on its part to assist His Highness therein, should such aid appear to be required.

#### ARTICLE 7.

It is further agreed that His Highness will discharge all pay due to the troops disbanded, and also give a gratuity of three months' pay to such of the officers, non-commissioned officers, and privates of the corps disbanded, as may not be re-enlisted in the contingent or in any new corps formed by His Highness.

#### ARTICLE 8.

And inasmuch as it is expedient to provide for the due administration of the government during the minority of His Highness the Maharajah, which minority shall be considered to terminate when His Highness shall have attained the full age of 18 years, and not sooner, that is, on the 5th Magh Vud Sumbut 1909, or 19th day of January A.D. 1853, it is further agreed that during such minority the persons entrusted with the administration of the government shall act upon the advice of the British Resident in all matters whereon such advice shall be offered, and no change shall be made in the persons entrusted with the administration without the consent of the British Resident acting under the express authority of the Governor-General.

#### ARTICLE 9.

And it is agreed that the following persons shall, in the first instance, constitute the Council of Regency, and that the first-named person shall be President of the same. Rao Ram Rao Phalkia Bahadoor, Shumsher Jung; Deo Rao Jadow Mama Saheb; Dubeer-ood-dowlah Moonshee Raja Bulwunt Rao Bahadoor; Oodajee; Rao Ghatgia; Moolla Jee; and Narayun Rao Bhao Yumajee Potnuvees,

Whereas the fifth, seventh, eighth, ninth and tenth Articles of the above-mentioned Treaty relate to matters of a temporary nature, and have been fulfilled, or are no longer applicable to the existing relations between the two Governments;

Therefore it is agreed by the contracting parties that the Treaty of the 13th January 1844 shall be abrogated, and that in its place the following Articles shall be substituted:—

#### ARTICLE 1.

All Treaties and engagements, between the two Governments, previous to that of the 13th of January 1844, shall, except in so far as they may be altered by this present engagement, remain binding upon the two Governments.

#### ARTICLE 2.

The British Government restores to the Maharajah from the Assigned Districts now in its possession territory yielding a gross revenue of three lakhs of Company's Rupees per annum, as a free gift and willing acknowledgment of His Highness' services during the years A.D. 1857 and 1858.

#### ARTICLE 3.

The Maharajah transfers to the British Government in full sovereignty the whole of His Highness' possessions in the Punj Mahals and to the south of the river Nerbudda, also pergunnah Kunjcea on the Betwa river, on the following conditions:—

*1st.*—That, for the lands transferred by His Highness, the British Government shall give in exchange lands of equal value, calculated, on both sides, on the present gross revenue.

*2nd.*—That, in lieu of all tributes and perquisites now derived by the Maharajah from the lands to be transferred by His Highness, the British Government shall for the future pay to the Maharajah from the British Treasury at Gwalior an equivalent in Company's Rupees, calculated at the average rate of batta which has prevailed during the last six months.

*3rd.*—That each government shall respect the conditions of existing leases until their expiry, and that, in order that this may be made clear to all concerned, each government shall give to its new subjects leases for the same terms of years, and on the same conditions as those which they at present enjoy.

*4th.*—That each government shall give to its new subjects "Sunnuds" in perpetuity, for the rent-free lands, the jaghires, the perquisites, and the hereditary claims (*i.e.*, "Huks" and "Wuttuns") which they enjoy at present under the other government.

## SCHEDULE A.

Schedule A referred to in Articles 2 and 3 of the Treaty of Gwalior, being the enumeration of Districts, with their estimated present net revenues, and description of territory, assigned by His Highness Jyajee Rao Sindia for the maintenance of the increased contingent force mentioned in the said Treaty, in addition to the revenues heretofore assigned and payments heretofore received by the British Government on the part of His Highness.

	Rs.
Bhandheree . . . . .	1,80,000
Chandeyree . . . . .	81,000
Gur Mhow . . . . .	2,400
Mhow Mehonce . . . . .	37,000
Jawud . . . . .	2,29,000
Jeerun . . . . .	37,000
Indorkee . . . . .	37,000
Gungapoor, &c. . . . .	16,000
Yawul Chopra . . . . .	97,000
Sitwas Nimawar . . . . .	35,000
Kutchwagurh . . . . .	2,27,500
Ruttungur . . . . .	1,60,000
Hindia Hurda . . . . .	1,29,000
Manpoor . . . . .	2,000
Chur Thana . . . . .	800
Nodha . . . . .	30,000
	<hr/>
	13,00,700

And any other pergunnahts, districts, or lands whatsoever, belonging to His Highness not above specified,\* which may be situated on the right bank of the river Sind, from its embouchure in the Jumna to the point at which it leaves the ghauts near Kainwah (save and except the fort of Nurwur, with the lands immediately surrounding the same, 38 villages yielding Rupees 14,000, and Lebwa, jaghire of Bulwunt Rao, yielding Rupees 2,000, and Bhengong, jaghire of Bhao Potnuvees, yielding Rupees 2,000, the two last to be transferred hereafter, at the pleasure of the British Government, an equivalent being given for them in some other of the transferred districts, by mutual agreement), and from that point all such other pergunnahts, districts, and lands as may be situated below the summit of the ghauts.

It is to be understood that all religious endowments and grants of a similar character, *bonâ fide* existing at this date, and excluded from the rent-roll

	Rs
* Such as Gondia, near Indurgur, yielding . . . . .	30,000
Mehdek . . . . .	2,200
Pachore and Chundory . . . . .	250

## NO. XII.

TREATY between the BRITISH GOVERNMENT on the one part, and MAHARAJAH ALI JAH JYAJEE RAO SINDIA BAHADOOR, and his children, heirs and successors, on the other part; settled on the part of the BRITISH GOVERNMENT by COLONEL SIR RICHMOND CAMPBELL SHAKESPEAR, KT. and C.B., AGENT to the GOVERNOR-GENERAL in CENTRAL INDIA, by virtue of full powers to that effect vested in him by HIS EXCELLENCY the RIGHT HONOURABLE CHARLES JOHN, EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL of INDIA and one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, and on the part of HIS HIGHNESS JYAJEE RAO SINDIA by JUGDEO RAO MOHURKUR, COMMANDER-IN-CHIEF, and BALAJEE CHIMNAJEE, Durbar Dewan, nominated by HIS HIGHNESS to conduct this negotiation,—1860.

Whereas a Treaty was concluded on the 13th day of January, A.D. 1844, corresponding with 22nd Zilhedge 1259 Hegira, between the Honourable East India Company and Maharajah Ali Jah Jyajee Rao Sindia; and

Whereas, in execution of the declared intention of the British Government to give to the Maharajah, in acknowledgment of services rendered by His Highness in 1857 and 1858, territory yielding a gross yearly revenue of three lakhs of Company's Rupees, it has become expedient to restore a portion of the districts assigned to the British Government by the above-mentioned Treaty; and

Whereas it will be to the advantage of both contracting parties that other portions of the said Assigned Districts be restored to the Maharajah in exchange for the possessions of His Highness, situated in the Bombay Presidency, and to the south of the river Nerbudda, and elsewhere; and

Whereas it has been found inconvenient that the sovereignty of the Assigned Districts should remain with the Maharajah, while their civil administration and management remain with the British Government; and

Whereas it has been declared on the part of the British Government that if the revenue and receipts of the Assigned Districts should fall short of 18 lakhs of Company's Rupees per annum, the deficiency shall not be claimed from the Maharajah, and by the above declaration the provisions of Article 3 have been abrogated; and

Whereas, with reference to the sixth Article, it has been declared that the military force in the Maharajah's service may, with certain limits, be increased; and

## ARTICLE 4.

On the same terms and conditions as those specified in the foregoing Article, the Maharajah Sindia transfers to the British Government the whole of His Highness' present rights and interests in both lands and perquisites in the districts of—

1st.—Ahmednuggur.  
2nd.—Kandeish.  
3rd.—Poonah.  
4th.—Sattara.

5th.—Sholapoor.  
6th.—Pergunnah Beri in zillahs Agra and Muttra.  
7th.—His jaghire in zillah Ajmere.

The hereditary Kusba and Dhakilla villages named below are especially excluded from the above transfer, and will remain, as hitherto, in the possession of the Maharajah, and continue with His Highness on the same terms as heretofore—

*Names of villages.*

- |   |                         |
|---|-------------------------|
| 1. Kusba Sirigonda, including Velso and Bhingaon. | 4. Village Ghosepooree. |
| 2. Village Jamgaon.                               | 5. " Deoolgaon.         |
| 3. Pepulgaon.                                     | 6. " Kunnari Khair.     |
|   | 7. " Kusba Patus.       |

## ARTICLE 5.

On the terms and conditions specified in Article 3, the British Government transfers to the Maharajah Sindia, in full sovereignty, the city and fort of Jhansi and lands in their vicinity and on the Pahooj, equal in value to those transferred by the Maharajah under Articles 3 and 4.

## ARTICLE 6.

When the calculations based upon the above conditions shall have been completed, the two governments will exchange "letters of transfer" for all the districts which are included in the above propositions, and it is mutually agreed that this exchange of "letters of transfer" shall on no account be delayed beyond 1st May 1861, and that each Government shall enjoy the rubbee kist now on the ground.

## ARTICLE 7.

On the completion of the above arrangements the Maharajah Sindia will transfer to the British Government the full sovereignty of all the Assigned Districts which shall then remain in its possession.

## ARTICLE 8.

With reference to Article 7, the British Government engages to keep, in the place of the late contingent force, a "subsidiary force" constantly stationed within His Highness the Maharajah's territories, the whole expense of which shall not be less than (16) sixteen lakhs of Company's Rupees per annum.

## No. XIII.

TREATY between the BRITISH GOVERNMENT on the one part, and MAHARAJAH ALI JAH JYAJEE RAO SINDIA, BAHADOOR, and his children, heirs, and successors, on the other part; settled on the part of the BRITISH GOVERNMENT by MAJOR-GENERAL H. D. DALY, C.B., OFFICIATING AGENT to the GOVERNOR-GENERAL in CENTRAL INDIA, by virtue of full powers to that effect vested in him by HIS EXCELLENCY the RIGHT HONORABLE RICHARD SOUTHWELL BOURKE, EARL of MAYO, VISCOUNT MAYO of MONYCROWER, BARON NAAS of NAAS, KNIGHT of the ILLUSTRIOUS ORDER of ST. PATRICK, GRAND MASTER of the MOST EXALTED ORDER of the STAR of INDIA, MEMBER of the PRIVY COUNCIL of HER MOST GRACIOUS MAJESTY the QUEEN of GREAT BRITAIN and IRELAND, M.A., D.C.L., VICEROY and GOVERNOR-GENERAL of INDIA, and on the part of HIS HIGHNESS JYAJEE RAO SINDIA by DADA GUNPUT RAO KHERKEY, DEWAN of GWALIOR, nominated by HIS HIGHNESS to conduct this negotiation,—1871.

Whereas under the arrangements concluded with the Gwalior State by the Treaty ratified at Benares on 12th December 1860, there remained due to the Gwalior State on the part of the British Government an annual payment of Rupees 4,658-1-9 as per Schedule A;

And whereas it is desirable to cede to the Gwalior State lands yielding a land revenue to that amount;

And whereas for reasons of State and for the advantage of both contracting parties, it is desirable to effect certain exchanges of territory between the contracting parties:

The following Articles are hereby agreed on:—

## ARTICLE 1.

His Highness the Maharajah of Gwalior cedes in full sovereignty to the British Government the lands now included within the limits of the British Cantonment at Morar, with all his rights and interests therein.



TRANSLATION of a KHUREETA from the AGENT, GOVERNOR-GENERAL, FOR CENTRAL INDIA, to HIS HIGHNESS THE MAHARAJAH SINDIA, dated 14th October 1861.

AFTER COMPLIMENTS.—I have submitted to His Excellency the Viceroy Your Highness' khureeta to me of date 9th August 1861, and I am directed to inform you that your request has been acceded to, that that part of Article 4 of the Treaty of 12th December 1860, which specially reserved to Your Highness the seven hereditary villages and two muzrahs in Jamgaon in the Deccan, may be cancelled, Your Highness having received equivalents for them on the Pahooj.

2. The Governor-General has decided that the best mode of complying with Your Highness' request will be to append to the copy of the Treaty, which is in Calcutta, and to the copy which is with Your Highness, copies of Your Highness' khureeta to me, and this my reply with the English translation of each of them in the margin. I therefore forward the above-mentioned papers which I beg Your Highness will direct to be appended to the Treaty of 12th December 1860.

ENGAGEMENT executed by MAHARAJAH ALI JAH JYAJEE RAO SINDIA under Article 7 of the TREATY of 12th December 1860, transferring to the British Government the full sovereignty of the districts assigned for the maintenance of the Gwalior Contingent in 1844, remaining with the said Government on the completion of the territorial exchange arrangements provided for by the above named Treaty.

Whereas under Articles 2 and 3 of the Treaty, dated 13th January 1844, between Maharajah Ali Jah Jyajee Rao Sindia and the British Government, certain districts and receipts enumerated and described in Schedule A appended to the said Treaty, and of which a copy is appended to this deed, were assigned for the maintenance of the Gwalior Contingent:

And whereas certain of these districts, or portions thereof, as detailed in Schedule B appended hereto, have recently been restored to Maharajah Sindia under the operation of Articles 2 and 5 of the Treaty dated 12th December 1860, subsequently entered into between His Highness and the British Government, and the said Maharajah has engaged by Article 7 of the latter Treaty on the completion of the arrangements provided for therein, to transfer to the British Government the full sovereignty of all the Assigned Districts which shall then remain in its possession:

And whereas the arrangements so provided for have now been completed, and the Assigned Districts and receipts described in Schedule C appended hereto, remain in the possession of the British Government:

Viceroy and Governor-General of India, shall be delivered to the Maharajah on or before the day of 1871.

Signed at Gwalior this 2nd day of December 1871.

Seal.	Signature of	Seal.	(Sd.) H. D. DALY, <i>Major-Genl.,</i>
	the Dewan.		<i>Agent, G.-G., Central India.</i>

Seal.	Signature of the Maharajah.	Seal.	(Sd.) MAYO.
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Ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the 25th day of December 1871.

(Sd.) C. U. AITCHISON,  
*Secy. to the Govt. of India, Foreign Dept.*

*Schedule A showing the annual payment due by the British Government to the Gwalior State under Treaty of 12th December 1860.*

	Rs.	a.	p.	Rs.	a.	p.
Total gross revenue of lands transferred by Sindia to the British Government (letter from Agent, Governor-General, Central India, No. 30-147, dated 17th June 1864)	...			7,00,702		
Value of money payments to be credited to the Maharajah	..			20,233	11	
Total	...			7,20,936	0	7
 Total gross revenue of lands transferred by the British Government to the Maharajah	6,95,708	4	7			
Value of money payments to be credited to the British Government	20,243	12	6	7,15,952	1	1
Balance due to Sindia	...			4,983	15	6
 DEDUCT—						
On account of Bulwundee, Budrooka and Kotar (letter of Collector of Ahmednuggur, No. 1564, dated 6th September 1867)	181	14	0			
Compensation to Barote, Gumul, &c., in Punch Mehals (letter of Agent, Punch Mehals, No. 103, dated 10th February 1863)	143	15	9	325	13	9
Net annual balance due to Sindia	...			4,658	1	9

e maintenance of the Gwalior Contingent; the portions of the same  
mber 1860; and the districts remaining with the British Government, the  
ration of Article 7 of the latter Treaty.

C.						
REMARKS.	REMAINING WITH THE BRITISH GOVERNMENT TO BE TRANSFERRED IN FULL SOVEREIGNTY UNDER ARTICLE 7 OF THE TREATY OF 1860.					REMARKS.
	Khalsa.	Quit-rent.	Rent-free.	Total.	Present gross value.	
					Rs. a. p.	Rs. a. p.
.. ..	69	...	11	80	59,208 0 0	
.....	160	...	...	160	*1,14,720 8 0	1,73,928 8 0
.....	377	...	3	380	94,908 15 6	94,908 15 6
The whole of the Neemuch District is included herein, excepting Sindia's 3rd share of Keshoral Patun, farmed to Boondee for Rupees 80,000 annually, which remains with the British Government.		†unk. own			...	80,000 0 0
	1737	...	35	762	97,397 4 0	
	5134	55	42	231	31,525 8 0	
	4	...	...	4	1,197 6 8	
	27	...	1	28	4,400 11 11	1,30,120 2 8
	267	...	5	272	2,15,617 6 9	4,400 11 11
						2,15,617 6 9
						6,98,975 12 10
	675	7	79	761	1,38,199 4 0	1,38,199 4 0
	113	...	...	113	31,678 4 0	
1 of lands remain- with the British ment to be ferred in full	78	...	...	78	21,422 0 0	
	77	...	...	77	36,654 8 0	89,754 12 0
	2,708	62	176	2,946	...	9,26,929 12 10
	.....	...	...	...	99,176 0 0	
	.....	...	...	...	10,279 0 0	
	.....	...	...	...	97,300 0 0	
	.....	...	...	...	1,08,550 0 0	
	.....	...	...	...	34,387 12 0	
	.....	...	...	...	21,100 2 6	3,70,692 14 6
						12,97,622 11 4
					Deduct reve- nues of Char Thannah	800 0 0
						12,96,822 11 4

(Sd.) R. J. MEADE,

Agent to the Governor-General for Central India.

Gwalior by a British garrison in the event of the maintenance of the Morar cantonment as the Head Quarters of the subsidiary force, and that, with reference to intimation given to your sincere friend by Lords Canning and Elgin, the late Viceroys and Governors-General, that the fort should be made over to your affectionate friend, notwithstanding these assurances, it is the free wish of my heart, and I hereby convey my written and formal consent to the occupation of the fort of Gwalior by British troops as long as the Government of India may deem such to be advisable on the condition that my flag continues to fly from the ramparts, and I am saluted from its guns according to established custom.

That should the Government of India at any time and for any reason or cause decide on withdrawing the garrison of British troops, in such case the fort would be occupied by myself in such force as is deemed sufficient for its security.

That with reference to this subject, I have requested Major Meade, Agent, Governor-General, and Major Hutchinson, the Political Agent, to submit certain requests to Your Excellency, which I hope may meet with favorable consideration.

May I always be considered a well-wisher, and occasionally be favoured with accounts of Your Excellency's welfare.

### To the MAHARAJAH of GWALIOR.

MY HONORED AND VALUED FRIEND,—I have received with pleasure Your Highness's friendly letter, dated 29th March 1864, conveying, on certain conditions, your written and formal consent to the occupation of the fort of Gwalior by British troops as long as the Government of India may deem such to be advisable.

I agree to these conditions, *viz.*, 1st, that Your Highness's flag shall continue to fly from the ramparts of the fort, and that Your Highness will be saluted from its guns according to established custom; 2nd, that if the Government of India should at any time and for any reason or cause decide on withdrawing the garrison of British troops from the fort, in such case the fort will be occupied by Your Highness's troops in such force as may be deemed sufficient for its security.

In consideration of Your Highness having consented to the above arrangement and of the friendship which the British Government entertains for you, I, provided it be decided to retain the British troops at Morar, will agree to modify the ninth Article of the Treaty concluded with Your Highness on 12th December 1860, so far as to increase the number of guns which Your Highness is permitted to possess, from thirty-six (36), which is the number fixed in Article 9 of the above Treaty, to forty-eight (48).

FORT WILLIAM,  
The 12th April 1864.

} Your Highness's sincere Friend,  
(Sd.) J. LAWRENCE.

## ARTICLE 2.

His Highness the Maharajah of Gwalior cedes to the British Government his rights and interests of every description in the villages named in the Schedule B annexed to this Treaty.

## ARTICLE 3.

His Highness the Maharajah of Gwalior transfers to the British Government his rights and interests in the village of Sirusgaonkata in the Seroor Talooka of the Poona Collectorate, which are estimated to be of the present value of Rupees 452-9-4 per annum.

## ARTICLE 4.

In consideration of these cessions, and with a view to extinguish the annual payment of Rupees 4,658-1-9 referred to in the preamble of this Treaty, the British Government cedes to the Gwalior State in full sovereignty, to be held on the same tenure as the rest of the Maharajah's dominions, the villages named in Schedule C attached to this treaty and the Maharajah of Gwalior accepts the villages named in Schedule C in full satisfaction of all claims under the aforesaid Treaty of 1860 and of the cessions made to the British Government under Articles 1, 2, and 3 preceding.

## ARTICLE 5.

The British Government having made a land settlement in the villages ceded under Article 4 preceding, the Maharajah of Gwalior engages to respect and maintain all rights recorded at that settlement; and the Maharajah further engages to respect and maintain all sunnuds for jaghires or rent-free grants within the said villages which have been granted by the British Government or admitted by the British Government to be valid.

## ARTICLE 6.

The British Government, at the request of the Maharajah and in proof of friendship, engages to grant to Dada Gunput Rao Kherkey, the Dewan of Gwalior, the village of Aney in the Poona Collectorate as a perpetual jaghire to be held under conditions specified in a sunnud to be granted by the Bombay Government, the equivalent of the revenue of the jaghire, Rupees 2,602-13 per annum, having been deducted in estimating the value of the territories ceded in exchange to the Maharajah under Article 4 of this Treaty.

This Treaty, consisting of six Articles, has been concluded by Major-General Henry D. Daly, C.B., on the part of His Excellency the Right Hon'ble Richard Southwell Bourke, Earl of Mayo, K.P., G.M.S.I., P.C., &c., Viceroy and Governor-General of India, and by Dada Gunput Rao Kherkey on the part of Maharajah Ali Jah Jyajee Rao-Sindia, Bahadoor; and it is hereby agreed that a copy of this Treaty, duly ratified by His Excellency the



\*Five instalments—

1873	. 38 lakhs.
1874	. 37 "
1875	. 25 "
1876	. 25 "
1877	. 25 "

In amendment of the 1st paragraph, one million and a half ( $1\frac{1}{2}$  crore Rupees)\* to be substituted for '75 lakhs' and after "Gwalior and Agra" to be entered "and Indore and Neemuch."

(Sd.) H. D. DALY, *Major-Genl.,*  
*Agent, Govr.-Genl., for Central India.*

(Sd.) DADA KIRKEY.

MORAR, }  
*The 11th Jan. 1873.*

Read and explained by me to the Maharaja Sindia in the presence of his Dewan, who signed it yesterday by order of His Highness.

MORAR, }  
*The 12th Jan. 1873.*

(Sd.) H. D. DALY, *Major-Genl.,*  
*Agent, Govr.-Genl., for Central India.*

KHARITA from HIS EXCELLENCY the RIGHT HONOURABLE  
THOMAS GEORGE BARING, BARON NORTHBROOK of  
STRATTON, G.M.S.I., VICEROY and GOVERNOR-GENERAL  
of INDIA.

To—

HIS HIGHNESS MOOKTARUL MOOLK AMEEROOL  
IKTEDAR RUFEEUS SHAN WALA SHIKOH MOHTA  
SHUMI DOWRAN OOMDATUL OOMRA MAHARAJ  
DHEERAJ ALIJAH MAHARAJA JYAJEE RAO SINDIA  
BAHADOOR SREENATH MUNSOOR-I-ZUMAN FIDVEE-  
I-HUZRUT MALIKEH MOOAZUMA RAFEEUD DURJEH  
INGLISTAN, KNIGHT GRAND COMMANDER of the  
MOST EXALTED ORDER of the STAR of INDIA.

Gwalior.

MY HONORED AND VALUED FRIEND,

I have already through my Agent in Central India expressed my sense of Your Highness's liberal and enlightened offer to place at the disposal of the Government of India a sum, payable in five years, aggregating 150 lakhs of Rupees, for the construction of two lines of railway, one from Gwalior to Agra and the other from Indore to Neemuch.

## To the MAHARAJAH of GWALIOR.

MY HONORED AND VALUED FRIEND,—I regret that it has not been in my power to convey to you sooner a definite decision on the subject of the fort of Gwalior. As I have now resolved to maintain a cantonment at Morar, and definitely to accept Your Highness's offer of the retention of the fort of Gwalior by British troops, I hasten to fulfil the promise made to you in my letter of 12th April, and to inform you that I consent to modify the ninth Article of the Treaty concluded at Benares on 12th December 1860, which shall in future be read as follows:—

## ARTICLE 9.

"The military force of all arms hereafter to be maintained by His Highness shall at no time exceed—

"*Artillery*.—Forty-eight (48) guns, with four hundred and eighty (480) gunners."

"*Infantry*.—Five thousand (5,000) drilled soldiers."

"*Cavalry*.—Six thousand sowars."

I have directed that two complete 9-pounder batteries shall be given to Your Highness from the Agra Magazine.

FORT WILLIAM;  
The 21st December 1864. }

Your Highness's sincere Friend,  
(Sd.) J. LAWRENCE.

## No. XV.

## ARRANGEMENT made by the BRITISH GOVERNMENT between the GWALIOR and RUTLAM STATES,—1890.

Whereas the Gwalior Durbar is desirous of constructing a metalled road between the towns of Runija and Kachhrod of Gwalior District, and whereas a portion of this road extending in length to about 9,000 feet will run through land belonging to the Thakur of Namli, a Jagirdar of the Rutlam State, it is expedient that an arrangement between these two States regarding this portion of the road should be made.

The Governor-General in Council has, with the consent of the States of Gwalior and Rutlam, made the following arrangements:—

I. The Gwalior Durbar shall pay to the Rutlam Durbar a sum of Rupees 4,370 (four thousand three hundred and seventy) English currency conclusion of the agreement.

II. In consideration of this sum the Gwalior Durbar shall have the right to construct a metalled road in the Rutlam territory to the east of the village of Kamer, extending in length to about 9,000 feet and in breadth 150



ORDER.—Ordered that a copy of this Resolution and of the letter from the Resident, Gwalior, read in the preamble, be forwarded to the Foreign Department for information and further orders.

Ordered, also, that a copy of this Resolution be sent to the Comptroller-General for information and guidance.

(Sd.) R. H. HOLLINGBERRY,  
*Assistant Secretary to the Government of India*

### No. XX.

AGREEMENT for the security of the SALT REVENUE of British India, in the event of the ABOLITION of the INLAND CUSTOMS LINE, and for the ABOLITION of SALT DUTIES within the GWALIOR STATE, between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA JYAJEE RAO SINDIA, G.C.B., G.C.S.I., of GWALIOR, his heirs and successors, executed on the one part by LIEUTENANT-GENERAL SIR HENRY DALY, K.C.B., AGENT to the GOVERNOR-GENERAL for the STATES of CENTRAL INDIA, in virtue of the full powers vested in him by the GOVERNOR-GENERAL of INDIA in COUNCIL, and on the other part by the RAO RAJA SHUMSHERE JUNG SIR GUNPUT RAO KHURKEY, K.C.S.I., DEWAN of GWALIOR, in virtue of full powers conferred upon him by HIS HIGHNESS the MAHARAJA,—1878.

#### ARTICLE 1.

His Highness the Maharaja of Gwalior agrees that no new salt-works shall be opened within his State; that no works, except those enumerated in Schedule A attached to this Agreement, shall be permitted to be worked, or to continue in existence, in the said State; and that at no work so enumerated shall a greater quantity of salt be manufactured within any year than double the quantity entered in the said Schedule furnished by His Highness the Maharaja, which Schedule shall be accepted as a register. The aggregate quantity manufactured in any year shall not exceed 54,000 maunds.

#### ARTICLE 2.

Nothing in the foregoing Article shall be held to prohibit the *bond fide* manufacture, by His Highness the Maharajā, of saltpetre, rasi sajji, or other

## No. XVII.

ADOPTION SUNNUD granted to MAHARAJAH ALI JAH JYAJEE  
RAO SINDIA, GWALIOR.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Agra Durbar in December 1859, that on failure of lineal heirs, the adoption by yourself and future rulers of your State of a successor, according to the rules and traditions of your family, will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

11th March 1862.

(Sd.) CANNING.

## No. XVIII.

HIS HIGHNESS MAHARAJAH SINDIA'S RAILWAY LOAN  
ENGAGEMENT, dated Bombay, 19th November 1872.

His Excellency the Viceroy in Council has accepted the offer of Maharaja Sindia of 75 lakhs of Rupees ( $\frac{3}{4}$ th of a million sterling) at 4 per cent. interest to himself and his heirs for ever from the Government of India for the construction of a Railway between Gwalior and Agra.

2. The entire jurisdiction over the line and all matters connected with its construction, direction and management, to be with the Government of India.

3. His Highness the Maharaja Sindia will give all reasonable assistance in respect to materials required for construction and maintenance, charging no dues of any sort, whether in transit through Gwalior territory or procured from it.

4. One set of carriages, 1st, 2nd, and 3rd, will be at the Maharaja's disposal on all occasions of his travelling on the line free of all charge.

(Sd.) H. D. DALY, *Major-Genl.,*  
*Agent, Govr.-Genl., for Central India.*

(Sd.) DADA KIRKEY,  
*Dewan of Gwalior.*

I have now the pleasure to communicate formally to Your Highness the acceptance by the British Government of the loan on the conditions stated in the agreements made with General Daly on 19th November 1872 and 11th January 1873.

I understand also from General Daly that Your Highness will provide, free of charge, all the land required for the railways, the stations, buildings, &c., and that no transit duties will be levied on through-traffic; also that no royalty or dues of any kind will be charged by Your Highness on materials required for the railways either procured from or in transit through Your Highness's territories; that the whole of the arrangements as to construction, equipment and maintenance of the lines, and the management of the lines after they are open, as well as plenary civil and criminal jurisdiction within the lands occupied for railway purposes from the date of the land being made over, are to rest exclusively with the British Government; and that the British Government alone has interest in and the receipt and control of the receipts of the lines.

The proofs which Your Highness has given of an earnest desire to extend the advantages of railway communication to your country have afforded me much gratification. The expressions of your heartfelt attachment to the British Government which General Daly has reported to me are fully reciprocated.

I beg to express the high consideration I entertain for Your Highness, and to subscribe myself Your Highness's sincere friend.

SIMLA :

(Sd.) NORTHBROOK.

29th April 1873. }

## No. XIX.

*Extract from the Proceedings of the Government of India, Financial Department, No. 556, dated Fort William, the 31st January 1878.*

READ again—

The order in the Foreign Department, No. 2764-P., dated the 14th December 1877, sanctioning the grant to His Highness the Maharaja Scindia of a loan of fifty lakhs of rupees, repayable in ten years, with interest at 5 per cent per annum.

READ—

A letter from the Resident at Gwalior, No. 22, dated the 20th December 1877, submitting for orders a proposal by the Gwalior Durbar that the Government should retain, for eleven years, the half-yearly interest of three lakhs on the Scindia Railway Loan, in liquidation of the loan of fifty lakhs which has been granted to His Highness the Maharaja Scindia.

**RESOLUTION.**—Sanctioned the retention of interest on the Scindia Railway Loan commencing with the half-yearly instalment due in October 1878.

instalments the sum of Rupees three lakhs twelve thousand and five hundred (Rupees 3,12,500). This payment to be made at the Gwalior Treasury.

The mode and date of first payment will be arranged hereafter.

#### ARTICLE 8.

Returns of the salt-works within the Gwalior State, as enumerated in Schedule A, and their approximate outturn, and of the saltpetre and other works enumerated in Schedule B, shall be furnished annually by His Highness the Maharaja to the Political Agent on dates to be hereafter fixed,

#### ARTICLE 9.

The British Government reserve to themselves the right of revising the above Articles of Agreement should experience prove that they are insufficient for the protection of the British salt revenue.

#### ARTICLE 10.

This Agreement is to come into force from a date to be fixed by the British Government.

Signed at Gwalior on the fifteenth day of March, A.D. one thousand eight hundred and seventy-nine.



Seal.

Maharaja's signature and seal.



Seal.

Dewan's signature.

INDORE RESIDENCY,  
31st March 1879.

(Sd). H. D. DALY,  
*Agent to the Governor-General  
for Central India.*



Seal.

(Sd.) LYTTON,

*Viceroy and Governor-General of India.*

This Agreement was ratified by the Governor-General of India in Council at Simla on the ninth day of July A.D. 1879.

A. C. LYALL,  
*Secy. to the Govt. of India,  
Foreign Department.*

I have now the pleasure to communicate formally to Your Highness the acceptance by the British Government of the loan on the conditions stated in the agreements made with General Daly on 19th November 1872 and 11th January 1873.

I understand also from General Daly that Your Highness will provide, free of charge, all the land required for the railways, the stations, buildings, &c., and that no transit duties will be levied on through-traffic; also that no royalty or dues of any kind will be charged by Your Highness on materials required for the railways either procured from or in transit through Your Highness's territories; that the whole of the arrangements as to construction, equipment and maintenance of the lines, and the management of the lines after they are open, as well as plenary civil and criminal jurisdiction within the lands occupied for railway purposes from the date of the land being made over, are to rest exclusively with the British Government; and that the British Government alone has interest in and the receipt and control of the receipts of the lines.

The proofs which Your Highness has given of an earnest desire to extend the advantages of railway communication to your country have afforded me much gratification. The expressions of your heartfelt attachment to the British Government which General Daly has reported to me are fully reciprocated.

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RESOLUTION.—Sanctioned the retention of interest on the Scindia Railway Loan commencing with the half-yearly instalment due in October 1878.

saline products other than edible salt, at any of his works now in use for such manufacture and entered in Schedule B attached to this Agreement; but His Highness the Maharaja agrees that no new works of this description shall henceforth be opened, that no edible salt shall be manufactured at any of those now existing, and that no edible salt shall be permitted to pass out of the refineries.

#### ARTICLE 3.

His Highness the Maharaja agrees to prevent—

*1st*, the export from the State of Gwalior of any salt therein manufactured;

*2ndly*, the import into, and passage through, the said State of any salt other than salt upon which duty has been levied by the British Government.

#### ARTICLE 4.

Further, His Highness the Maharaja agrees that no tax, toll, or duty of any kind shall be levied within the State of Gwalior on salt upon which duty has been levied by the British Government.

#### ARTICLE 5.

If any stocks of salt, other than salt manufactured in the State of Gwalior, be found to exist within the territories of such State on the date on which this Agreement comes into force, His Highness the Maharaja agrees, if so requested by the British Government, to take possession of such stocks, and to give the owners thereof the option of either transferring the salt to the British Government at such equitable valuation as may be fixed by His Highness the Maharaja, in concurrence with the Political Agent, or of paying to the British Government such duty, not exceeding two rupees eight annas per maund, on such salt as the Governor-General in Council may fix. In the event of the owners accepting the latter alternative, they shall be allowed to retain the salt on which the said duty may have been paid, but not otherwise.

#### ARTICLE 6.

His Highness the Maharaja agrees to prohibit the export from his State of bhang, ganja, spirits, opium, or other intoxicating drug or preparation, by all routes and in all directions heretofore barred by the Inland Customs Line.

#### ARTICLE 7.

In consideration of the due observance of this Agreement by His Highness the Maharaja, and of his proclaiming throughout his State, free trade and transit for all salt manufactured and excised at British salt-works, the British Government agree to pay to His Highness annually in half-yearly

## SCHEDULE A.

Statement showing the number of Salt-works, and the amount of Salt manufactured therein, within the Gwalior State.

Number.	Names of Villages, with their respective Zila and Pargana.	Number of Ruthas or Salt-works.	Amount of Salt manufactured.	REMARKS.
1	2	3	4	5
	<b>ZILA GIRD, GWALIOR.</b>		<b>Mds. Srs. Chs.</b>	
	<i>Pargana Kotwal.</i>			
1	Village of Naoopoor . . . . .	1	10 0 0	
2	" Bhurrar . . . . .	2	144 0 0	
3	Kusba Noorabad . . . . .	1	12 0 0	
4	" Dhunnela . . . . .	4	109 0 0	
5	Village of Lubhunjunpoor . . . . .	1	31 35 0	
6	" Jeynuggur . . . . .	2	108 0 0	
7	" Royroo . . . . .	1	27 7 8	
8	Kusba Rithora . . . . .	1	9 0 0	
9	Village of Ardonee . . . . .	1	12 0 0	
10	" Ghuttee (Jagir) . . . . .	1	6 0 0	
11	" Pipersewah . . . . .	1	8 0 0	
12	" Bhanderie . . . . .	1	52 20 0	
	<b>TOTAL</b>	<b>17</b>	<b>529 22 8</b>	
	<i>Pargana Antree.</i>			
13	Village of Chomo . . . . .	1	18 0 0	
14	" Airaya . . . . .	1	24 0 0	
15	" Akbaie . . . . .	1	52 10 0	
16	Kusba Chinore . . . . .	1	24 0 0	
17	Village of Barainda . . . . .	1	48 0 0	
18	" Dughrowah . . . . .	1	16 0 0	
19	" Poorah . . . . .	1	16 0 0	
20	Kusba Bunwar . . . . .	1	24 0 0	
21	Village of Burkherah . . . . .	1	35 0 0	
22	Kusba Antree . . . . .	4	80 0 0	
23	Village of Etayel . . . . .	8	192 0 0	
24	" Chitaonie . . . . .	1	6 0 0	
25	" Dubra . . . . .	2	40 0 0	
26	" Mukhlapoor . . . . .	2	32 0 0	
27	" Pooree . . . . .	1	16 0 0	
28	" Salwaie . . . . .	2	12 0 0	
29	" Goolyaie . . . . .	2	15 0 0	
30	" Amrole . . . . .	1	20 0 0	
31	" Samaya (Maffee) . . . . .	2	105 0 0	
32	" Tekpoor . . . . .	1	24 0 0	
	<b>TOTAL</b>	<b>35</b>	<b>799 10 0</b>	
	<b>Carried over</b>	<b>52</b>	<b>1,328 32 8</b>	

Statement showing the number of Salt-works, and the amount of Salt manufactured therein, within the Gwalior State—contd.

Number.	Names of Villages, with their respective Zila and Pargana.	Number of Raths or Salt-works.	Amount of Salt manufactured.	REMARKS.
1	2	3	4	5
	<b>ZILA BHIND.</b>		<b>Mds. Srs. Chs.</b>	
	<i>Pargana Mehgaon.</i>			
69	Village of Kanathur . . . .	5	493 3 8	
70	" Kerrowlee . . . .	1	52 20 0	
71	" Gaihilee . . . .	8	707 35 0	
72	" Chaikiree . . . .	13	1,365 35 0	
73	" Purkolee . . . .	19	1,077 36 10	
74	" Piprowah . . . .	2	210 0 0	
75	" Sinore . . . .	2	70 0 0	
76	" Sirsie . . . .	6	560 23 12	
	<b>TOTAL .</b>	<b>56</b>	<b>4,537 33 14</b>	
	<i>Pargana Mow.</i>			
77	Village of Jhawul . . . .	1	50 0 0	
78	" Asona . . . .	1	60 0 0	
79	" Barolee . . . .	2	80 0 0	
80	" Bakholee . . . .	1	30 0 0	
81	" Budrowlee . . . .	1	60 0 0	
82	" Tarowlee . . . .	1	21 0 0	
83	" Jumdurrah . . . .	3	150 0 0	
84	" Jukorut . . . .	2	112 8 12	
85	" Dugaila . . . .	1	8 0 0	
86	" Rutwah . . . .	1	30 0 0	
87	" Susjoul . . . .	1	80 0 0	
88	" Rooyawaie . . . .	1	75 0 0	
89	" Sorah . . . .	1	40 0 0	
90	" Sagolee . . . .	...	...	
91	" Manaipoor . . . .	2	125 0 0	
92	" Kitee . . . .	1	75 0 0	
93	" Kheria Julloo . . . .	1	60 0 0	
94	" Loharpoora . . . .	5	1,000 0 0	
95	Kusba Etoyda . . . .	4	225 0 0	
96	Village of Etoylee . . . .	13	480 0 0	
97	" Angsowlee . . . .	1	30 0 0	
98	" Asodee . . . .	4	420 0 0	
99	" Thurwah . . . .	10	846 30 0	
100	" Peeparah . . . .	6	465 0 0	
101	" Chirowah . . . .	4	195 0 0	
102	" Dehegaon . . . .	2	135 0 0	
103	" Chundrowah . . . .	6	1,510 0 0	
104	" Runpoora . . . .	2	90 0 0	
	<b>Carried over .</b>	<b>78</b>	<b>6,452 38 12</b>	



## SCHEDULE B.

*Statement of Saltpetre-works in the Gwalior State.*

Number.	Name of Village, with its Pargana and Zila.	Quantity in maunds.			REMARKS.
	ZILA GIRD.	Mds. Srs. Chs.			
	Pargana Gird.				
1	Mouzah Parsad (Maffee) . . . . .	6	0	0	
	Pargana Antree.				
2	Mouzah Airayo . . . . .	12	0	0	
3	Kusba Chinore . . . . .	48	0	0	
4	Mouzah Barke Serai . . . . .	60	0	0	
5	Kusba Bunwar . . . . .	5	0	0	
6	Mouzah Kutchwah . . . . .	1	28	0	
7	" Ladwaya . . . . .	24	0	0	
8	Kusba Antree . . . . .	192	0	0	
9	" Salwae . . . . .	24	0	0	
10	Mouzah Amrole . . . . .	47	20	0	
11	" Seroee . . . . .	20	0	0	
12	" Bilowa . . . . .	139	0	0	
13	Kusba Chinore . . . . .	9	24	0	
	TOTAL . . . . .	582	32	0	
	Pargana Pichore.				
14	Mouzah Seeregaon . . . . .	48	0	0	
15	" Mahwalee . . . . .	72	0	0	
16	Kusba Tookhlaree . . . . .	30	0	0	
17	" Gujurria . . . . .	5	0	0	
18	Mouzah Patapanhara . . . . .	96	0	0	
19	" Magrora . . . . .	8	0	0	
20	" Guheesar . . . . .	80	20	0	
	TOTAL . . . . .	339	20	0	
	Pargana Kotwab.				
21	Mouzah Ajnowda . . . . .	8	0	0	
22	" Paharee . . . . .	50	0	0	
23	" Rithora . . . . .	22	20	0	
24	" Ardonee . . . . .	54	0	0	
25	" Kachanpore . . . . .	24	0	0	
26	" Trideula . . . . .	37	20	0	
	TOTAL . . . . .	196	0	0	
	TOTAL OF ZILA . . . . .	1,118	12	0	

*Statement showing the number of Salt-works, and the amount of Salt manufactured therein, within the Gwalior State—contd.*

Number.	Names of Villages, with their respective Zila and Pargana.	Number of Ruthas or Salt-works.	Amount of Salt manufactured.	REMARKS.
1	2	3	4	5
			Mds. Srs. Chs.	
	Brought forward	36	1,711 5 0 $\frac{1}{2}$	
	<i>Zila Towarghur—concl'd.</i>			
132	Village of Kheria Jajoo . . .	6	690 30 0	
133	" Girgaon . . .	1	61 35 0	
134	" Gudrowlee . . .	2	168 30 0	
135	" Muddunpoora . . .	1	16 35 0	
136	" Etoylee . . .	1	25 35 0	
137	" Bukthurah . . .	4	100 0 0	
138	" Burrowah . . .	1	45 0 0	
139	" Bugraie . . .	3	84 15 0	
140	" Bughorah . . .	2	50 25 0	
141	" Peepersana . . .	9	125 20 0	
142	" Chitora . . .	2	63 35 0	
143	" Chota . . .	7	796 14 4	
144	" Rampoorah . . .	1	22 20 0	
145	" Khurrowah . . .	8	1,000 0 0	
146	" Khudere . . .	9	260 28 12	
147	" Habbeepoorah . . .	2	135 0 0	
	TOTAL	95	5,359 8 0 $\frac{1}{2}$	
	<i>Pargana Aino.</i>			
148	Kusba Aino . . .	1	7 8 12	
149	Village of Chundokhur . . .	1	6 10 0	
150	" Chimkah . . .	2	67 2 0	
151	" Khunaitah . . .	16	201 21 4	
152	" Kheria (Mafsee) . . .	1	4 15 0	
	TOTAL	21	286 17 0	
	<i>Pargana Germie</i>			
153	Village of Peepaharie . . .	1	200 0 0	
	TOTAL OF ZILA TOWARGHUR	117	5,845 25 0 $\frac{1}{2}$	

Statement showing the number of Salt-works, and the amount of Salt manufactured therein, within the Gwalior State—concl'd.

Number.	Names of Villages, with their respective Zila and Pargana.	Number of Ruthas or Salt-works.	Amount of Salt manufactured.	REMARKS.
1	2	3	4	5
			Mds. Srs. Chs.	
	<i>Pargana Indurkhie.</i>			
174	Village of Chuchaie . . . .	1	30 0 0	
175	" Khutolee . . . .	2	70 0 0	
176	" Jugunpoora . . . .	1	45 0 0	
177	" Koowurpoorah . . . .	$\frac{1}{2}$	3 0 0	
178	Kusba Lahur . . . .	$\frac{1}{2}$	5 10 0	
179	" Nodha . . . .	1	40 0 0	
	TOTAL .	6	193 10 0	
	<i>Pargana Kurrerah.</i>			
180	Village of Bhysah . . . .	10	306 0 0	
181	" Pudhairdoo . . . .	7	85 0 0	
182	" Donee . . . .	1	...	
183	" Dihoylah . . . .	3	...	
184	" Diraittha Sanie . . . .	2	...	
185	" Rajpoor . . . .	1	...	
186	" Soonarie . . . .	7	32 0 0	
187	" Sihore . . . .	1	90 0 0	
188	" Hutraidah . . . .	1	...	
189	" Dubho Gawah . . . .	1	5 25 0	
190	" Kuroowah . . . .	10	21 0 0	
	TOTAL .	44	539 25 0	
	TOTAL OF ZILA JHANSIE .	61	868 15 0	
	ZILA NIMUCH.			
	<i>Pargana Gungapoor.</i>			
191	Kusba Gungapoor . . . .	1	400 0 0	
192	Village of Belwance and Soorakhara .	1	200 0 0	
	TOTAL OF ZILA NIMUCH .	2	600 0 0	
193	Zila Subulgurh.—Village of Kootghan	1	10 0 0	
	GRAND TOTAL .	526	27,756 23 10 $\frac{1}{2}$	

Statement of Saltpetre-works in the Gwalior State—concl'd.

Number.	Name of Village, with its Pargana and Zila.	Quantity in maunds.			REMARKS.
	ZILA SIKARWAREE—concl'd.	Mds. Srs. Chs.			
	Pargana Mangarh.				
109	Mouzah Timjaree . . . . .	20	0	0	
	TOTAL OF ZILA . . . . .	176	0	0	
	ZILA SABALGARH.				
	Pargana Bijeypore.				
110	Kusba Bijeypore . . . . .	1	5	0	
111	„ Etra . . . . .	0	38	8	
	TOTAL . . . . .	2	3	8	
	Pargana Sabalgarh.				
112	Kusba Sabalgarh . . . . .	3	15	0	
113	Mouzah Peeparthan . . . . .	2	4	6	
114	„ Koololee . . . . .	3	0	0	
115	„ Magrole . . . . .	15	0	0	
116	„ Jabrole . . . . .	9	0	0	
	TOTAL . . . . .	32	19	6	
	TOTAL OF ZILA . . . . .	34	22	14	
	ZILA NURWAR.				
	Pargana Arone.				
117	Mouzah Urwa . . . . .	32	0	0	
	ZILA JHANSIE.				
	Pargana Lahar.				
118	Mouzah Bhera . . . . .	96	0	0	
119	Kusba Lahar . . . . .	52	20	0	
120	Mouzah Imkab . . . . .	0	10	0	
	TOTAL . . . . .	148	30	0	
	Pargana Daboh.				
121	Mouzah Oreena . . . . .	0	8	0	
	TOTAL OF ZILA . . . . .	148	38	0	
	GRAND TOTAL FOR GWALIOR TERRITORY . . . . .	1	8		

*Statement of Saltpetre-works in the Gwalior State—contd.*

Number.	Name of Village with its Pargana and Zila.	Quantity in maunds.			REMARKS.
		Mds.	Srs.	Chs.	
	<b>BHIND.</b>				
	<i>Pargana Bhind.</i>				
27	Kusba Bhind . . . . .	90	0	0	
28	„ Lawan . . . . .	40	0	0	
29	Mouzah Gona Hardanpore . . . . .	20	0	0	
30	„ Baghora . . . . .	20	0	0	
	<b>TOTAL</b> .	170	0	0	
	<i>Pargana Mehgaon.</i>				
31	Kusba Mehgaon . . . . .	9	7	8	
32	Mouzah Kohair . . . . .	47	10	0	
33	„ Kunhree . . . . .	12	37	8	
34	„ Deore . . . . .	11	6	4	
35	„ Piprolee . . . . .	27	22	8	
36	„ Kanathar . . . . .	10	20	0	
37	„ Karota . . . . .	12	26	0	
38	„ Gootar . . . . .	19	27	8	
39	„ Saema . . . . .	11	12	4	
40	Kusba Barhad . . . . .	81	15	0	
41	Mouzah Dhamailee . . . . .	21	35	0	
42	„ Pachro . . . . .	32	32	8	
43	Kusba Sonee . . . . .	44	25	0	
44	Mouzah Ajnoda . . . . .	14	25	0	
45	„ Saithree . . . . .	4	20	0	
46	„ Picholee . . . . .	3	15	0	
47	„ Pawaee . . . . .	11	10	0	
48	„ Palee . . . . .	13	20	0	
49	„ Chotee Gore . . . . .	12	15	0	
	<b>TOTAL</b> .	402	22	0	
	<i>Pargana Maoo.</i>				
50	Kusba Maoo . . . . .	100	0	0	
51	„ Etaylda . . . . .	18	0	0	
52	Mouzah Tarf Barce Patee . . . . .	27	0	0	
	<b>TOTAL</b> .	145	0	0	
	<b>TOTAL OF ZILA</b> .	717	22	0	

## Statement of Saltpetre-works in the Gwalior State—contd.

Number.	Name of Village, with its Pargana and Zila.	Quantity in maunds.			REMARKS.
	<b>ZILA TOWARGURH—contd.</b>	<b>Mds. Srs. Chs.</b>			
	<i>Pargana Ahno.</i>				
84	Kusba Ahno . . . . .	11	6	10	
85	Mouzah Yadoree . . . . .	50	0	0	
86	" Paricha . . . . .	2	0	0	
87	" Dokera . . . . .	12	0	0	
88	" Tethaney . . . . .	12	0	0	
89	" Chandokhar . . . . .	45	0	0	
90	" Chemka . . . . .	10	0	0	
91	" Cherata . . . . .	33	29	0	
92	" Sarwa . . . . .	12	0	0	
93	" Sarpore . . . . .	12	0	0	
94	" Khaneta . . . . .	16	0	0	
95	" Lodheykee Palee . . . . .	12	0	0	
96	" Noonro . . . . .	24	0	0	
	<b>TOTAL .</b>	<b>251</b>	<b>35</b>	<b>10</b>	
	<i>Pargana Dondree.</i>				
97	Mouzah Dhuneta . . . . .	4	20	0	
98	" Baree Kothar . . . . .	5	20	0	
99	" Sarpoor . . . . .	13	0	0	
	<b>TOTAL .</b>	<b>23</b>	<b>0</b>	<b>0</b>	
	<b>TOTAL OF ZILA .</b>	<b>725</b>	<b>26</b>	<b>10</b>	
	<b>ZILA SIKARWAREE.</b>				
	<i>Pargana Jora.</i>				
100	Kusba Jora . . . . .	8	0	0	
101	" Alapore . . . . .	16	0	0	
102	" Sumnolee . . . . .	20	0	0	
	<b>TOTAL .</b>	<b>44</b>	<b>0</b>	<b>0</b>	
	<i>Pargana Jignee.</i>				
103	Kusba Jignee . . . . .	40	0	0	
104	Mouzah Jarneebie . . . . .	12	0	0	
105	" Kishenpore . . . . .	14	0	0	
106	" Kharia . . . . .	30	0	0	
107	" Mirdhan . . . . .	14	0	0	
108	" Muryo . . . . .	2	0	0	
	<b>TOTAL .</b>	<b>112</b>	<b>0</b>	<b>0</b>	

## No. XXI.

AGREEMENT entered into by the COUNCIL of REGENCY, GWALIOR, regarding the cession of jurisdiction over RAILWAY LANDS in GWALIOR TERRITORY,—1888.

The Council of Regency, Gwalior, on behalf of His Highness the Maharajah Sindhia, agrees to cede to the British Government the Civil and Criminal Jurisdiction over the marginally noted lands belonging to the Gwalior Durbar, and which have been taken up by the Indian Midland Railway, on the same conditions as have been agreed to between the Durbar and the British Government in connection with the Agra-Gwalior and Nimach-Indore lines.

1. On the Bhopal-Jhansi-Cawnpur line.

2. On the Jhansi to Gwalior line.

LASHKAR, }  
8th December 1888. }

(Sd.) KRISHEN RAO BAPU JADOW,  
*President of the Council of Regency.*

Countersigned.

(Sd.) P. W. BANNERMAN,  
*Resident, Gwalior.*

## No. XXII.

POSTAL CONVENTION for the exchange of CORRESPONDENCE, PARCELS, INSURED and VALUE-PAYABLE ARTICLES, MONEY-ORDERS, and INDIA POSTAL NOTES, between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICES in the territories of HIS HIGHNESS the MAHARAJA of GWALIOR,—1885.

## ARTICLE 1.

There shall be a mutual exchange of correspondence, parcels, money-orders, and India postal notes, between the Imperial Post Office of British India, hereinafter termed the "Imperial Post," and the post offices in the territories of His Highness the Maharaja of Gwalior, hereinafter termed the "Gwalior State Post." This exchange, which shall also include registered, insured and value-payable articles, shall be governed by the rules given in the Indian Postal Guide for the time being. The term "correspondence" shall include letters, post-cards, newspapers, and book and pattern packets.

## ARTICLE 2.

Certain selected post offices in British India and in the Gwalior State shall be placed in postal communication with one another, that is, they shall

## ARTICLE 28.

The Imperial Post shall retain the entire commission on the India postal notes which it sells; and the Gwalior State Post shall retain the entire commission on the India postal notes which it sells.

## ARTICLE 29.

Monthly lists shall be rendered by the Gwalior State Office of Exchange to the Imperial Office of Exchange, showing the India postal notes sold, and the India postal notes paid, during each month, the vouchers for payments consisting of the original paid notes.

## ARTICLE 30.

A monthly account current showing the amount to be credited to the Gwalior State on account of money-orders and India postal notes paid by the Gwalior State Post, and the amount to be debited to the Gwalior State on account of money-orders issued and India postal notes sold by the Gwalior State Post, shall be rendered by the Imperial Office of Exchange to the Gwalior State Office of Exchange. If the balance of this account is in favour of the Gwalior State Post, it shall be paid at once by the Imperial Office of Exchange; and if it is in favour of the Imperial Post, it shall be paid by the Gwalior State Office of Exchange immediately after the monthly account current is rendered.

## ARTICLE 31.

Payments in adjustment of the monthly account current between the Imperial Post and the Gwalior State Post shall be made in Imperial currency; but as regards money-order and India postal-note transactions with the public, the Gwalior Durbar shall, whenever necessary, fix the rate of exchange for the conversion of Gwalior currency into Imperial currency, and all payments made to or by the Gwalior State Post on account of money-orders and India postal notes shall be in accordance with the rate so fixed.

## ARTICLE 32.

The Director-General of the Post Office of India and the Gwalior Durbar shall have authority to draw up, in direct communication with one another, detailed regulations for giving effect to this convention, and to settle all matters of detail and procedure connected with the exchange of articles between the Imperial Post and the Gwalior State Post, including the selection of post offices situated in British India or in the Gwalior State which shall be placed in postal communication with one another, or which shall be constituted offices of exchange under Article 2. The detailed regulations so drawn up shall be subject to such modification as may, from time to time, be mutually agreed to by the said authorities.



passed by the Supreme Government in Resolution No. 1095, dated 18th July 1866, relating to losses occasioned by highway robbery of Imperial mails within the limits of the Gwalior State, or any future orders of a similar nature which may hereafter be issued by the Government of India.

#### ARTICLE 8.

Articles of all kinds superscribed "On Postal Service" and franked by the signature and official designation of an officer of the Imperial Post or an officer of the Gwalior State Post, shall be exchanged free of all charge as respects postage.

#### ARTICLE 9.

The Imperial Post shall be entitled to the free conveyance of mails over postal lines maintained by the Gwalior State, whether such mails be intended for transmission to a Gwalior State Post Office or an Imperial Post; and similarly the Gwalior State Post shall be entitled to the free conveyance of mails over Imperial postal lines, including railways, whether such mails be intended for transmission to an Imperial Post Office or a Gwalior State Post Office.

#### ARTICLE 10.

Inland correspondence, registered and unregistered, received from the Gwalior State Post addressed to any place in British India, or in any Native State which has entered into a postal convention with the Imperial Post, and fully prepaid with the over-printed postage stamps described in Article 3, shall be delivered free of all charge on account of postage.

#### ARTICLE 11.

Inland correspondence, received from the Gwalior State Post, addressed to any place in British India, or in any Native State which has entered into a postal convention with the Imperial Post but not fully prepaid with the over-printed postage stamps described in Article 3, shall be treated by the Imperial Post as though originally posted in British India, and taxed by the Imperial Post with the usual rates for inland unpaid postage, which shall be retained by the Imperial Post or the Native State, as the case may be, by which delivery of such unpaid correspondence is effected.

#### ARTICLE 12.

Fully prepaid inland correspondence, registered and unregistered (including correspondence, prepaid by service stamps), transferred by the Imperial Post, shall be delivered by the Gwalior State Post free of all charge on account of postage.

2.

Article 8 shall henceforth read as follows :—

“ARTICLE 8.”

“Articles of all kinds superscribed ‘On Postal Service,’ and franked by the signature and official designation of an officer of the Imperial Post or an officer of the Gwalior State Post, shall be exchanged free of all charge as respects postage. Also, in Imperial Post Offices situated within Gwalior territory, all official articles relating to the affairs of the Durbar fully prepaid by means of Imperial service postage stamps at official rates of postage, and supported by the superscription on the cover ‘On Gwalior State Service’ under the full signature and official designation of the Government officer who sends the article, shall be forwarded to their destinations free of charge.”

3.

Between Article 8 and Article 9 three new articles are interpolated in the following terms :—

“ARTICLE 8a.”

1. “The Imperial Post will, from the date of the signing of this convention, establish no new post offices within the Gwalior State territory (except at railway stations or within British cantonments) without the permission of the Gwalior Durbar. The Gwalior Durbar undertakes to establish any post office or letter-box which may be required within the Gwalior State territory by the Imperial Post.

2. “The delivery work of an Imperial Post Office established at a railway station within the Gwalior State territory shall be restricted within the limits of the railway station.

3. “All Imperial letter-boxes at present existing within the Gwalior State territory, and served by messengers attached to an Imperial Post Office situated within British territory, shall be closed.”

“ARTICLE 8b.”

“No new Gwalior State Post Office shall be established within the distance of one mile from any railway station in Gwalior State territory; but if there be any such offices already in existence, they shall be retained.”

“ARTICLE 8c.”

“When the Imperial Post desires to open a post office at a railway station within the Gwalior State territory, the Gwalior Durbar shall grant a suitable piece of land, free of cost, for the erection of the post office building.”

## ARTICLE 21.

Prepayment in cash of postage, at the rates published in the Indian Postal Guide, is compulsory in the case of all foreign parcels posted in the Gwalior State. The postage so collected shall be remitted to the Imperial Office of Exchange.

## ARTICLE 22.

The Imperial inland money-order rules, as given in the Indian Postal Guide for the time being, shall be adopted by the Gwalior State Post, and the Imperial inland form of money-order application shall be used.

## ARTICLE 23.

Money-orders issued by the Gwalior State Post for payment in British India, or in any Native State which has entered into a convention for the exchange of money-orders with the Imperial Post, shall all be sent by the Gwalior State Office of Exchange to the Imperial Office of Exchange. Such money-orders shall be paid in full, free of all charges and without deduction on any account whatsoever. The entire commission on these money-orders shall be retained by the Gwalior State Post.

## ARTICLE 24.

Money-orders, transferred by the Imperial Post for payment by the Gwalior State Post, shall be made over to the Gwalior State Office of Exchange by the Imperial Office of Exchange. Such money-orders shall be paid in full in the Gwalior State, free of all charges and without deduction on any account whatsoever. The entire commission on these money-orders shall be retained by the Imperial Post.

## ARTICLE 25.

India postal notes bearing the words "Gwalior State" stamped on them shall be supplied free by the Government of India to the Gwalior State.

## ARTICLE 26.

The full value of every India postal note sold by the Gwalior State Post shall be payable in British India at any Imperial Post Office named, and also in any post office or in any Native State which has entered into a convention for the exchange of postal notes with the Imperial Post, no charge being levied for payment.

## ARTICLE 27.

The full value of every India postal note presented for payment shall be payable in the Gwalior State at any Gwalior State Post Office named, no charge being levied for payment.

Signed by the Director-General of the Post Office of India on the twelfth day of February 1885.

Signed by Maharaja Sindia and his Minister on the first day of April 1885.

(Sd.) A. U. FANSHAWE,

(Sd.) JYAJI RAO.

*Offg. Director-General of  
the Post Office of India.*

(Sd.) RAO RAJA GANPUT RAO.

Approved and confirmed by the Government of India.

(Sd.) H. M. DURAND,

*Secretary to the Government of India.*

FOREIGN DEPARTMENT, SIMLA,

*The 28th April 1885.*

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### NO. XXIII.

ADDITIONAL CONVENTION for the modification of the POSTAL CONVENTION, dated the 28th April 1885, which was brought into force on the 1st of July 1885 for the Exchange of CORRESPONDENCE, PARCELS, INSURED and VALUE-PAYABLE ARTICLES, MONEY-ORDERS and INDIA POSTAL NOTES, between the IMPERIAL POST OFFICE of BRITISH INDIA, and the POST OFFICES in the territories of HIS HIGHNESS the MAHARAJA of GWALIOR,—1888.

#### ARTICLE THE FIRST.

The postal convention of the 1st July 1885 is modified as follows:—

##### I.

Article 4 shall henceforth read as follows:—

#### “ARTICLE 4.”

“These over-printed stamps, post-cards, and embossed envelopes shall alone be used in the Gwalior State for the prepayment of inland correspondence, and they shall be recognised by the Imperial Post only for inland correspondence posted in any post office maintained by the Gwalior State, and destined for transmission or delivery through the Imperial Post.”

an officer of the Gwalior State Post shall be exchanged free of all charges as respects postage. Also, in Imperial Post Offices situated within Gwalior territory, all official articles relating to the affairs of the Durbar fully prepaid by means of Imperial Service postage stamps at official rates of postage and supported by the superscription on the cover "On Gwalior State Service" under the full signature and official designation of the Government officer who sends the article, shall be forwarded to their destination free of charge.

#### ARTICLE 9.

The Government of India shall bear the cost of conveying mails within the limits of British territory, and the Gwalior Durbar shall bear the cost of conveying mails within the limits of the State of Gwalior. But the Imperial Post shall be entitled to the free conveyance of mails over postal lines in the Gwalior State, whether such mails be intended for transmission to a Gwalior State Post Office or an Imperial Post Office, and similarly the Gwalior State Post shall be entitled to the free conveyance of mails over Imperial postal lines, whether such mails be intended for transmission to an Imperial Post Office or a Gwalior State Post Office.

#### ARTICLE 10.

1. The Imperial Post will establish no new Post Offices within the Gwalior State territory (except at Railway Stations or within British Cantonments) without the permission of the Gwalior Durbar. The Gwalior Durbar undertakes to establish any Post Office or letter-box which may be required within the Gwalior State territory by the Imperial Post.

2. The delivery work of an Imperial Post Office established in a Railway Station and British Cantonments within the Gwalior State territory shall be restricted only to the people residing within the limits of the Railway Station and British Cantonment.

3. All Imperial letter-boxes within the Gwalior State territory, and served by messengers attached to an Imperial Post Office situated within British territory, shall be closed.

#### ARTICLE 11.

No new Gwalior State Post Office shall be established within the distance of one mile from any Railway Station in Gwalior State territory; but if there be any such offices already in existence, they shall be retained.

#### ARTICLE 12.

When the Imperial Post desires to open a Post Office at a Railway Station within the Gwalior State territory, the Gwalior Durbar shall grant a suitable piece of land free of cost for the erection of the Post Office building.

## 4.

Between Articles 31 and 32 a new article is interpolated in the following terms :—

## “ARTICLE 31a.”

“At the following places within the Gwalior State territory, namely, Shajapur, Bhilsa, Sipri, Agar, and also at all other places where the Gwalior Durbar maintains Fatehdars or Treasury Agents of any kind, the Imperial Post shall be at liberty to hand over its cash collections to such Fatehdars or Treasury Agents ; and the Gwalior Durbar shall give credit to the Imperial Post monthly for the total amount so handed over in the account current described in Article 30 of the convention of the 1st July 1885, the receipt of the Fatehdars or Treasury Agents being attached to the account current”.

## ARTICLE THE SECOND.

1. It is further agreed that from the date on which this additional convention is brought into force, the following Imperial Post Offices situated within the Gwalior State territory, namely, Shajalpur, Sasnair and Chanderi, shall be closed, and that the Imperial Post Offices and letter-boxes in the towns of Ujjain, Mandsaur and Barnagar, shall be removed to the railway stations at those places, and that the delivery work of these offices shall be confined within the limits of the railway station.

2. It is further agreed that at Mandsaur and Barnagar a suitable house for the accommodation of the Imperial Post Office shall be provided by the Gwalior Durbar in the immediate vicinity of the railway station at each of these places ; and if no house be available, a post office shall be built by the Gwalior Durbar on a plan and site approved by the Imperial Post Office, and shall be kept in repair by the Gwalior Durbar, and rented to the Imperial Post at a rental fixed at 4 (four) per cent. per annum on the original cost of construction of the building. This rental shall be inclusive of the cost of repairs, which will be undertaken by the Durbar.

## ARTICLE THE THIRD.

The present additional convention shall come into force on the 1st July 1888, and shall have the same duration as the postal convention which was brought into force on the 1st July 1885.

Signed by the Director-General of the Post Office of India on the 12th December 1888.

(Sd.) FRED. R. HOGG,

*Director-General of the Post Office of India.*

(Sd.) BAPU SAHIB JADOW,

*President of the Council of Regency.*

"Gwalior State." Postage stamps overprinted with the words "Gwalior State" shall not be recognized in payment of postage on foreign correspondence.

#### ARTICLE 20.

Prepayment of inland parcel postage between the Imperial Post and the Gwalior State Post, in both directions, shall be compulsory.

#### ARTICLE 21.

Inland parcels, received from the Gwalior State Post, shall be delivered in British India free of all charge on account of postage.

#### ARTICLE 22.

Inland parcels, transferred by the Imperial Post, for delivery through the Gwalior State Post, shall be delivered free of all charge on account of postage.

#### ARTICLE 23.

Fully prepaid foreign parcels, addressed to any place in the Gwalior State, shall be delivered by the Gwalior State Post free of all charge on account of postage; but if such parcels be unpaid, they shall be delivered on payment of the amount *taxed thereon by the Imperial Post*, and the amount so collected shall be remitted to the Imperial Office of Exchange.

#### ARTICLE 24.

Prepayment of postage, at the rates published in the *Indian Postal Guide*, is compulsory in the case of all foreign parcels posted in the Gwalior State. The postage shall be either prepaid by Imperial postage stamps or, if collected in cash, it shall be remitted to the Imperial Office of Exchange.

#### ARTICLE 25.

The Imperial inland money order rules, as given in the *Indian Postal Guide*, for the time being, shall be adopted by the Gwalior State Post, and the Imperial inland form of money order application shall be used.

#### ARTICLE 26.

Money orders, issued by the Gwalior State Post for payment in British India or in any Native State which has entered into a Convention with the Imperial Post for the exchange of money orders, shall all be sent by the Gwalior State Office of Exchange to the Imperial Office of Exchange. Such money orders shall be paid in full in British India free of all charges and without deduction on any account whatsoever.

"Gwalior State" and also with the Gwalior Arms, shall be supplied on indent by the Government of India to the Gwalior State at cost price. They shall be sold by the Gwalior State to the public at the value marked on each postage stamp, post card, or embossed envelope. Indian postage stamps overprinted with the word "Service" in addition to the words "Gwalior State" shall also be supplied, on indent, by the Government of India to the Gwalior State at cost price, and these overprinted stamps shall be used solely for the purpose of prepaying correspondence on the service of the Gwalior State posted in that State.

#### ARTICLE 4.

These overprinted postage stamps, post-cards, and embossed envelopes shall alone be used in the Gwalior State for the prepayment of inland correspondence, and they shall be recognised by the Imperial Post only when attached to inland correspondence posted in any Post Office maintained by the Gwalior State and destined for delivery through the Imperial Post.

#### ARTICLE 5.

The rates of postage, fees, or commission charged by the Gwalior State Post on all classes of correspondence, paid and unpaid, registered and unregistered, insured and value-payable, on all parcels, and on all money orders, shall not be in excess of the rates charged by the Imperial Post calculated at the rate of exchange fixed by the Gwalior Durbar under Article 30.

#### ARTICLE 6.

Responsibility for articles insured and for payment of compensation under the rules given in the *Indian Postal Guide* for the time being shall rest with the Imperial Post Office while the articles concerned are in its custody, and with the Gwalior State while the articles concerned are in its custody.

#### ARTICLE 7.

Neither the Imperial Post Office nor the Gwalior State shall be liable to make good the loss of, or damage to, any uninsured article while in its custody, but it is incumbent on the Imperial Post Office or the Gwalior State to investigate every case of such loss or damage occurring within its jurisdiction. But nothing in this article shall be held to supersede the orders passed by the Supreme Government in Resolution No. 1095, dated 18th July 1866, relating to losses occasioned by highway robbery of Imperial Mails within the limits of the Gwalior State, or any future orders of a similar nature which may hereafter be issued by the Government of India.

#### ARTICLE 8.

Articles of all kinds superscribed "On Postal Service" and franked by the signature and official designation of an officer of the Imperial Post or



## ARTICLE 32.

At Mandsaur and Barnagar a suitable house for the accommodation of the Imperial Post Office shall be provided by the Gwalior Durbar in the immediate vicinity of the Railway Station at each of these places; and if no house be available, a Post Office shall be built by the Gwalior Durbar on a plan and site approved by the Imperial Post Office, and shall be kept in repair by the Gwalior Durbar, and rented to the Imperial Post at a rental fixed at 4 per cent. per annum on the original cost of construction of the building. This rental shall be inclusive of the cost of repairs which will be undertaken by the Durbar.

## ARTICLE 33.

The Director-General of the Post Office of India and Gwalior Durbar shall have authority to draw up, in direct communication with one another, detailed regulations for giving effect to this convention, and to settle all matters of detail and procedure connected with the exchange of articles between the Imperial Post and the Gwalior State Post, including the selection of Post Offices situated in British India or in the Gwalior State between which postal communication shall be maintained, or which shall be constituted Offices of Exchange under Article 2. The detailed regulations so drawn up shall be subject to such modifications as may, from time to time, be mutually agreed to by the said authorities.

Signed by the Director-General of the Post Office of India on the fourteenth day of May 1898.

(Sd.) A. U. FANSHAWE,

(Sd.) MADHORA0 SINDHIA,

*Director-General of the Post Office of India.*

*Maharaja of Gwalior.*

Approved and confirmed by the Government of India.

By order,

SIMLA;

(Sd.) W. J. CUNINGHAM,

*The 26th October 1898.*

*Secretary to the Government of India  
in the Foreign Department.*

## ARTICLE 13.

Inland correspondence, registered and unregistered, received from the Gwalior State Post addressed to any place in British India, or in any Native State which has entered into a Postal Convention with the Imperial Post, and fully prepaid with the overprinted postage stamps described in Article 3 (including correspondence prepaid by Gwalior State Service stamps), shall be delivered free of all charge on account of postage.

## ARTICLE 14.

Inland correspondence received from the Gwalior State Post, addressed to any place in British India or in any Native State which has entered into a Postal Convention with the Imperial Post, but not fully prepaid with the over-printed postage stamps described in Article 3, shall be treated by the Imperial Post as though originally posted in British India, and charged on delivery with the usual rates for inland unpaid postage, which shall be retained by the Imperial Post, or the Native State, as the case may be, by which delivery of such correspondence is effected.

## ARTICLE 15.

Fully prepaid inland correspondence, registered and unregistered (including correspondence prepaid by service stamps), transferred by the Imperial Post, shall be delivered by the Gwalior State Post free of all charges on account of postage.

## ARTICLE 16.

On inland correspondence, not fully prepaid, transferred by the Imperial Post for delivery through the Gwalior State Post, the latter shall retain the postage it realizes.

## ARTICLE 17.

Unclaimed and refused inland correspondence shall be exchanged in both directions, but the exchange shall be accompanied by no accounts.

## ARTICLE 18.

Fully prepaid foreign correspondence, addressed to any place in the Gwalior State, shall be delivered by the Gwalior State Post free of all charges on account of postage; but if such correspondence be unpaid or insufficiently paid, it shall be delivered on payment of the amount *taxed thereon by the Imperial Post*; and the amount so collected shall be remitted to the Imperial Office of Exchange.

## ARTICLE 19.

On foreign correspondence posted in the Gwalior State postage can be prepaid only by means of Imperial postage stamps not bearing the overprint

## ARTICLE 27.

Money orders issued by the Imperial Post for payment by the Gwalior State Post, shall be transferred to the Gwalior State Office of Exchange by the Imperial Office of Exchange. Such money orders shall be paid in full in the Gwalior State free of all charges and without deduction on any account whatsoever.

## ARTICLE 28.

The Postal Administration which collects the money from remitters of money orders shall account to the Administration which pays them for the total amount of the orders issued in each month, together with one-half per cent. additional on the monthly total by way of commission.

## ARTICLE 29.

A monthly account current showing the amount to be credited to the Gwalior State on account of money orders paid by the Gwalior State Post, and the amount to be debited to the Gwalior State on account of money orders issued by the Gwalior State Post, shall be rendered by the Imperial Office of Exchange to the Gwalior State Office of Exchange at Lashkar. If the balance of this account is in favour of the Gwalior State Post, it shall be paid at once by the Imperial Office of Exchange, and if it is in favour of the Imperial Post, it shall be paid by the Gwalior State Office of Exchange immediately after the monthly account current is rendered.

## ARTICLE 30.

Payments in adjustment of the monthly account current between the Imperial Post and the Gwalior State Post shall be made in Imperial currency, but as regards money order transactions with the public, the Gwalior Durbar shall, whenever necessary, fix the rate of exchange for the conversion of Gwalior currency into Imperial currency, and all payments made to or by the Gwalior State Post on account of money orders shall be in accordance with the rate so fixed.

## ARTICLE 31.

At the following places within the Gwalior State territory, namely, Shajapur, Bhilsa, Sepri, Agar, and also at all other places where the Gwalior Durbar maintains Fatehdars or Treasury Agents of any kind, the Imperial Post shall be at liberty to hand over its cash-collections to such Fatehdars or Treasury Agents; and the Gwalior Durbar shall give credit to the Imperial Post monthly for the total amount so handed over, in the account current described in Article 29, the receipt of the Fatehdars or Treasury Agents being attached to the account current.

## REGULATION 12.

On the 5th of each month, by which time the principal Imperial Office of Exchange (Agra) will have received from the State Office of Exchange (Lashkar) all the lists bearing dates in the previous month, these lists as well as the Imperial lists bearing dates in that month shall be made the subject of a monthly account current in the annexed Form 4, which contains special provisions for the adjustment of commissions realized in advance by the office of posting for money orders to be issued in payment of the value of value-payable unregistered packets. This account shall be based on the corrected lists as corrected by the receiving office, any entries at the time under suspension pending explanation being omitted.

The account shall also include under the head "special items" any necessary adjustments of previous accounts (such as adjustments on account of suspended entries); a detailed statement of such special items being annexed to the account and the correspondence or other documents forming the authority for each special item being quoted opposite it in the statement. A copy of the account current shall be furnished without delay to the State Office of Exchange. If the balance of the monthly account current is in favour of the Gwalior State, the Postmaster of the Imperial Office of Exchange shall immediately pay the amount to the credit of the Gwalior State at Lashkar; if it is in favour of the Imperial Post Office, the Postmaster of the State Office shall on receipt of the account current make arrangements to pay the amount to the Postmaster of Agra.

## REGULATION 13.

If a money order, payable either in British India or the Gwalior State, is undeliverable, the amount thereof shall be repaid to the remitter and entered in the usual course in the lists of money orders.

## REGULATION 14.

As soon as possible after the 1st of April of each year the Imperial Post Office shall, from an examination of the monthly accounts current of the previous year, determine the average balance on account of money orders due to or from the Gwalior State on the last day of each month. When such average balance is not less than Rs. 5,000, the indebted Postal Administration shall make over to the other the sum of Rs. 5,000 or the multiple of that sum which shall most nearly approximate to the actual average monthly balance. This sum will remain in the hands of the Postal Administration to which it is entrusted as a fixed imprest. It will not be shown in the monthly accounts current and will be subject to revision at the beginning of the following year.

## REGULATION 15.

All unpaid foreign articles and parcels, intended for delivery in the Gwalior State, shall pass through the Offices of Exchange. The postage

DETAILED REGULATIONS, drawn up by the DIRECTOR-GENERAL of the POST OFFICE of INDIA and the GWALIOR DURBAR, for the purpose of giving effect to the POSTAL CONVENTION between the IMPERIAL POST and the GWALIOR STATE POST, which was approved and confirmed by the GOVERNMENT of INDIA on the 26th October 1898.

#### REGULATION 1.

The Imperial Offices of Exchange (Neemuch, Ujjain Railway station, Jhansi and Agra) and the Gwalior State Offices of Exchange (Neemuch, Ujjain and Lashkar) shall be the channels of exchange for all insured and value-payable articles and articles giving rise to accounts; and the Agra Post Office shall prepare and adjust the accounts resulting from the exchange. Any other Imperial Post Offices (including sections of the Railway Mail Service) and Gwalior State Post Offices, conveniently situated for this purpose, may, with the concurrence of the Chief Postal Authority of the Gwalior State and the Postmaster-General of the North-Western Provinces and Oudh, be placed in communication with one another, but articles exchanged by these offices shall not give rise to any account.

#### REGULATION 2.

The offices of exchange shall daily send to, and receive from, each other a mail bag, which may contain—

- unregistered correspondence, paid and unpaid;
- registered correspondence;
- paid registered and unregistered parcels;
- insured letters and parcels;
- value-payable articles.

Other Offices and Sections of the Railway Mail Service placed in communication with one another shall likewise exchange mail bags daily, but such mail bags shall not contain any insured or value-payable articles.

#### REGULATION 3.

Every registered insured and value-payable article posted in British India for delivery in the Gwalior State, shall be accompanied by a receipt to be signed by the addressee. This receipt shall be prepared by the Imperial Post Office of posting, and shall be presented with the article by the Gwalior State Post Office of delivery to the addressee, whose signature shall be taken on the receipt, which shall then be filed in the office of delivery.

copies of the list shall be forwarded, with the money orders, to the State Office of Exchange, which shall retain the original and return the duplicate list duly signed, and after careful verification, to the Imperial Office of Exchange. These lists shall be numbered in a consecutive series commencing from the 1st of each month. The money orders shall bear the numbers assigned to them by the offices of issue, and these numbers shall be entered in the lists. Lists shall not be prepared when there are no money orders to communicate, but if any list is not received in due course, the Imperial Office of Exchange shall, on receiving information to that effect, transmit without delay a second copy of the list in duplicate.

#### REGULATION 9.

Money orders, in the form prescribed in the *Indian Postal Guide*, issued by the Gwalior State Post Offices and payable in British India, shall be forwarded by the State Office of Exchange to the Imperial Office of Exchange entered in a list (in the annexed Form 3) which shall be prepared in duplicate. Both copies of the list shall be forwarded, with the money orders, to the Imperial Office of Exchange, which shall retain the original and return the duplicate list, duly signed and after careful verification, to the State Office of Exchange. These lists shall be numbered in a consecutive series commencing from the 1st of each month. The money orders shall not bear any serial numbers, but they shall be entered opposite to the printed numbers in the list. Lists shall not be prepared when there are no money order transactions to communicate, and if any list is not received in due course, the State Office of Exchange shall, on receiving information to that effect, transmit without delay a second copy of the list in duplicate.

#### REGULATION 10.

Each list shall be carefully verified by the receiving office of exchange, and corrected when it contains simple errors, such corrections being noted in red ink in both copies of the list. When a list shall contain errors or irregularities which cannot be rectified without previous communication with the despatching office, the receiving office shall request an explanation from the despatching office, forwarding a copy of the list. This explanation shall be given with as little delay as possible, and in the meantime the payment of orders dependent on the irregular entries shall be suspended.

#### REGULATION 11.

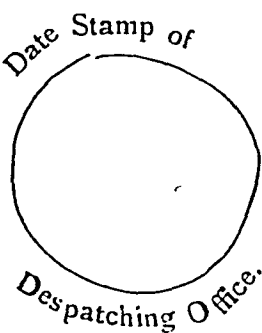
The amounts of money orders received by the Imperial and State Offices of Exchange shall be paid by the offices of payment to the payees named, in full without delay, subject to the conditions governing the lapsing and forfeiture of money orders and the treatment of undeliverable money orders laid down in the *Indian Postal Guide*. The acknowledgments signed by the payees, whether in British India or in the Gwalior State, shall be returned through the offices of exchange.

Form I.

DAILY LIST.

From the \_\_\_\_\_ State Post Office to the \_\_\_\_\_ Imperial Post Office.

Serial No. The No. assigned to each article in this list should be clearly written on it.	Class, i.e., whether a registered article or a paid ordinary parcel.	Name and address of sender. (To be entered only in the case of articles for which acknowledgments are due.)	Name and address of addressee. (As written on each article.)
1 . . .			
2 . . .			
3 . . .			
4 . . .			
5 . . .			
6 . . .			
7 . . .			
8 . . .			
9 . . .			
10 . . .			



Total \_\_\_\_\_ articles, entered in this list, closed in my presence.

Despatching Officer.

To be filled up by the Despatching Office.

Nos on addressees' acknowledgments for registered articles and ordinary parcels delivered returned herewith.	Nos.
--	------

Remarks.

Outward List of Money Orders issued in British India and Payable at State Post Offices.

Form No. 3a.

From the \_\_\_\_\_ Office of Exchange to the \_\_\_\_\_ Office of Exchange.

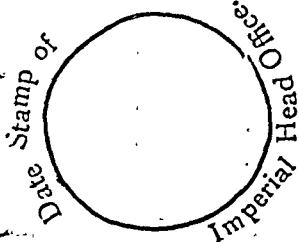
Serial No. of List.

Number of each Money Order.	Head Office of issue	Name of Remitter.	Name and address of Payee.	Amount payable.	REMARKS.
					If a Money Order is issued in favour of the Sender of a V.-P. Article, the words "In payment of amount recovered on V.-P. Article No _____, dated _____," should be entered in this column against the entry of the Money Order. In the case of unregistered V.-P. Packets, the word "Unregistered" should be added after the letters "V.-P."
Total _____ Money Orders amounting to Rs.* _____					Postmaster of _____

Of this amount Rs. \_\_\_\_\_ is on account of the Unregistered V.-P. packets of which the money order commissions received by the office of posting.

Total \_\_\_\_\_ of Money Orders amounting to Rs. \_\_\_\_\_ received.

NOTE.—This list should be prepared in duplicate. The original will be filed in the \_\_\_\_\_ State Post Office, and the duplicate receipted and returned to the \_\_\_\_\_ Imperial Post Office.



Postmaster of \_\_\_\_\_





Outward List of Money Orders issued in British India and Payable at State Post Offices.

From the \_\_\_\_\_ Office of Exchange to the \_\_\_\_\_ Office of Exchange.

Form No. 3a.

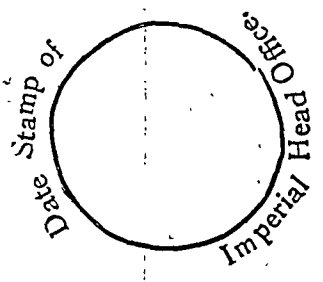
Serial No. of List.

Number of each Money Order.	Head Office of issue	Name of Remitter.	Name and address of Payee.	Amount payable.	REMARKS.
					<i>If a Money Order is issued in favour of the Sender of a V.-P. Article, the words "In payment of amount recovered on V.-P. Article No _____, dated _____," should be entered in this column against the entry of the Money Order. In the case of unregistered V.-P. Packets, the word "Unregistered" should be added after the letters "V.-P."</i>
Total _____ Money Orders amounting to Rs.* _____					_____ Postmaster of _____

\* Of this amount Rs. \_\_\_\_\_ is on account of the Unregistered V.-P. packets of which the money order commission was received by the office of posting.

Total \_\_\_\_\_ of Money Orders amounting to Rs. \_\_\_\_\_ received.

NOTE.—This list should be prepared in duplicate. The original will be filed in the \_\_\_\_\_ State Post Office, and the duplicate receipted and returned to the \_\_\_\_\_ Imperial Post Office.



Postmaster of \_\_\_\_\_

# Inward List of Money Orders issued in the \_\_\_\_\_ State and Payable at Imperial Post Offices.

Form No. 3.

From the \_\_\_\_\_ Office of Exchange to the \_\_\_\_\_ Office of Exchange.

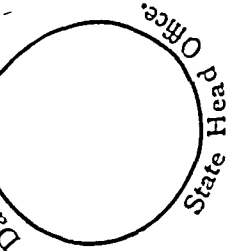
Serial No. of List.

Serial No.	Name and address of Remitter.	Name and address of Payee.	Imperial Post Office at which payable.	Amount payable.	REMARKS.	TO BE FILLED UP BY	
						Post Office.	Date.
1					<p><i>If a Money Order is issued in favour of the Sender of a V.P. Article, the words "In payment of amount recovered on V.P. Article No. _____," should be entered in this column against the entry of the Money Order. In the case of unregistered V.P. Packets, the word "Unregistered" should be added after the letters "V.P."</i></p>		
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total Money Orders amounting to Rs. *							

\* Of this amount Rs. \_\_\_\_\_ is on account of the unregistered V.P. packets of which the money order commission was received by the office of posting.

Date Stamp of

\_\_\_\_\_ Money Orders amounting to Rs. \_\_\_\_\_ received.



NOTE.—This list should be prepared in duplicate. The original will be filed in the Imperial Post Office, and the duplicate receipted and returned to the \_\_\_\_\_ State Post Office.

Postmaster of \_\_\_\_\_

OUTWARD MONEY ORDER LIST.						INWARD MONEY ORDER LIST.					
Date of each outward money order list.	List No.	Total amount of all money orders entered in each outward list.		Total amount of money orders on account of unregistered value-payable articles entered in each outward list.		Date of each inward money order list.	List No.	Total amount of all money orders entered in each inward list.		Total amount of money orders on account of unregistered value-payable articles entered in each inward list.	
		Rs.	P.					Rs.	P.		
TOTAL Rs.		(a)		(c)		TOTAL Rs.		(b)		(d)	

(a)	This amount, plus $\frac{1}{2}$ per cent. on this account, to be credited to the	State Post.
(b)	" " " " " " " " " " " "	credited to the Imperial Post.
(c)	One per cent. on this amount to be credited to the Imperial Post.	
(d)	" " " " " " " " " " " "	State Post.

Postmaster of -

Inward List of Money Orders issued in the \_\_\_\_\_ State and Payable  
at Imperial Post Offices.

Form No. 3.

From the \_\_\_\_\_ Office of Exchange to the \_\_\_\_\_ Office of Exchange.

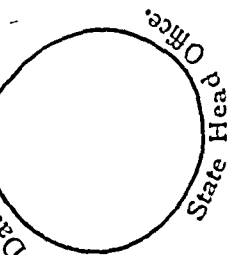
Serial No. of List.

Serial No.	Name and address of Remitter.	Name and address of Payee.	Imperial Post Office at which payable.	Amount payable.	REMARKS.	TO BE FILLED UP BY	
						Post Office.	Number and date given to money orders in journal of money orders issued.
						No	Date.
1					<p><i>If a Money Order is issued in favour of the Sender of a V.-P. Article, the words "In payment of amount recovered on V.-P. Article No. _____," should be entered in this column against the entry of the Money Order. In the case of unregistered V.-P. Packets, the word "Unregistered" should be added after the letters "V.-P."</i></p>		
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total Money Orders amounting to							
Rs. *							

\* Of this amount Rs. \_\_\_\_\_ is on account of the unregistered V.-P. packets of which the money order commission was received by the office of posting.

Date Stamp of

\_\_\_\_\_ Money Orders amounting to Rs. \_\_\_\_\_ received.



NOTE.—This list should be prepared in duplicate. The original will be filed in the \_\_\_\_\_ State Post Office, and the duplicate receipted and returned to the \_\_\_\_\_ State Post Office.

Postmaster of \_\_\_\_\_

Form No. 4. Account Current for the month of \_\_\_\_\_ 189 .

The Imperial Office of Exchange \_\_\_\_\_ in account with \_\_\_\_\_ State. Cr.

Dr.

Rs.	A.	P.	Rs.	A.	P.
1. Money orders issued by the Imperial Post during the month of 189 , as per outward money order lists No. 1 to No. .			1. Money orders issued by the State Post during the month of 189 , as per inward money order lists No. 1 to No. .		
2. Half per cent. on total sum of money orders issued by the Imperial Post for payment by the Post .			2. Half per cent. on the total sum of money orders issued by the State Post for payment by the Imperial Post.		
3. One per cent. on Rs. being the total sum of money orders issued by the State Post for unregistered V.-P. articles posted in Imperial Post Offices as per inward lists No. 1 to No. .			3. One per cent. on Rs. being the total sum of money orders issued by the Imperial Post for unregistered V.-P. articles posted in the State as per outward lists No. 1 to No. .		
4. Special Items. Amount due from the State Post Office to the Imperial Post.			4. Special Items. Amount due from the Imperial Post Office to the State Post.		
TOTAL Rs. (in words) .			TOTAL Rs. (in words) .		

POST OFFICE:

Dated \_\_\_\_\_ 189 .

Postmaster of \_\_\_\_\_

Governments in respect to the exchange of territory recently effected, and which are detailed in Your Lordship's letter under acknowledgment, have received the formal acceptance of the Durbar; and further that the proprietary and other rights of landholders and tenants involved in the ceded villages, and the terms of the Land Settlement effected by the British Government in the said villages, and the sanads for jaghirs or rent-free grants within the said villages which had been given or admitted to be valid by British authorities, and all rights recorded as being in existence at the time of transfer in the Revenue Records, prepared under the orders of the British Government, will be recognised and preserved intact by this Durbar.

Consider me always anxious to hear of Your Excellency's welfare, etc., etc.

(Sd.) MADHO RAO SINDHIA.

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No. XXVIII.

AGREEMENT relating to the SPECIAL LOAN of three and a half CRORES of RUPEES by the GWALIOR STATE to the BRITISH GOVERNMENT,—1887.

1. Chandori rupees and Gwalior rupees to be received at actual value as determined by the usual process of assay at the mints.

The remittances when received at the mint will be melted at the rate of from two lakhs to three lakhs a day, and credit will be given for each day's melting according to its assay value (*i.e.*, one rupee for each 165 grains of pure silver), interest to run from the day of melting.

2. The remittances to be made in Chandori rupees and Gwalior rupees in the proportions determined with reference to facility of coinage, that is, Chandori rupees being inferior and the Gwalior rupees being superior to the standard of Government rupees, so many Gwalior rupees should be sent with each lakh of Chandori rupees that, on the two sets taken together, the standard may be, as nearly as convenient, that of the Government rupee.

3. The remittances to be made from the Gwalior station at the cost of the Government of India, but the silver to remain in the custody of a guard, or other official of the Durbar, until arrival at the Mint, when the number of rupees will be counted as speedily as possible, and receipt given for so many Chandori or Gwalior rupees. Hereafter the Mint officials will pre-melt, assay, and value the silver according to the usual method, and credit be given to the Durbar according to Article I.

4. The remittances to be made at such times, and in such quantities, as may be determined by the Government of India with reference to the speed at which the Mint operations can be proceeded with. But the Government of India to be bound to receive at the minimum rate of two lakhs a day.

## No. XXV.

KHARITA, dated Rangoon, the 24th February 1886, from HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA to HIS HIGHNESS the MAHARAJA SINDIA.

When I had the pleasure of visiting your capital in December last, I informed Your Highness in public Durbar that Her Majesty's Government had determined to restore to you the fortress of Gwalior and the cantonment of Morar.

The arrangements for the evacuation of the fortress are now complete, and it will shortly be handed over to Your Highness's troops. I therefore take the opportunity of addressing to Your Highness this friendly letter, which will be delivered to you by my Agent in Central India, Sir Lepel Griffin, and will serve as a lasting record of the arrangement lately concluded between Your Highness and the British Government.

Your Highness has agreed that the following conditions shall be attached to the transfer of the fortress and cantonment :—

(1) That Your Highness shall in exchange for the cantonment of Morar make over in full sovereignty to the British Government the town and fort of Jhansi.

(2) That Your Highness shall pay to the British Government 15 lakhs of rupees on account of the cost incurred on the fortifications and buildings in Fortress Gwalior.

(3) That the British garrison at present stationed in the fortress and at Morar shall be withdrawn and maintained at such stations as may appear to the Government of India to be convenient, the obligation to assist Your Highness contained in Article 6 of the Treaty of the 13th of January 1844 remaining in force.

On the other hand I have agreed that Your Highness shall be at liberty to raise, in addition to the infantry force which may be entertained by you under existing treaties and engagements, 3,000 drilled infantry soldiers, on the understanding that the regular cavalry in your service is not increased beyond its present strength of 2,000 men. These conditions are in all respects satisfactory; and it is a source of deep gratification to me that a measure to which Your Highness attached so much importance should have been carried out during my tenure of the office of Viceroy. I trust that Your Highness will not fail to recognise in the restoration of the fortress and cantonment a signal proof of the good-will of the British Government and of their confidence in Your Highness's loyalty to the Crown.



Governments in respect to the exchange of territory recently effected, and which are detailed in Your Lordship's letter under acknowledgment, have received the formal acceptance of the Durbar; and further that the proprietary and other rights of landholders and tenants involved in the ceded villages, and the terms of the Land Settlement effected by the British Government in the said villages, and the sanads for jaghirs or rent-free grants within the said villages which had been given or admitted to be valid by British authorities, and all rights recorded as being in existence at the time of transfer in the Revenue Records, prepared under the orders of the British Government, will be recognised and preserved intact by this Durbar.

Consider me always anxious to hear of Your Excellency's welfare, etc., etc.

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2. The remittances to be made in Chandori rupees and Gwalior rupees in the proportions determined with reference to facility of coinage, that is, Chandori rupees being inferior and the Gwalior rupees being superior to the standard of Government rupees, so many Gwalior rupees should be sent with each lakh of Chandori rupees that, on the two sets taken together, the standard may be, as nearly as convenient, that of the Government rupee.

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4. The remittances to be made at such times, and in such quantities, as may be determined by the Government of India with reference to the speed at which the Mint operations can be proceeded with. But the Government of India to be bound to receive at the minimum rate of two lakhs a day.

Further, Your Highness is aware that in the territory recently transferred to the Gwalior Government, proprietary and other rights of landholders and tenants are involved; and I, therefore, trust that Your Highness will give an assurance that the Gwalior Durbar will adhere to the terms of the land settlement effected by the British Government in the ceded villages, and recognise the rights recorded thereat; and that the Durbar will respect all sanads for jaghirs or rent-free grants within the said villages which had been given or admitted to be valid by English authorities; and further that Your Highness will preserve intact all rights recorded as being in existence at the time of transfer in the revenue records prepared under the orders of the British Government.

I desire to express the high consideration which I entertain for Your Highness, and to subscribe myself,

Your Highness's sincere Friend,

SIMLA;  
The 13th June 1888. }

(Sd.) DUFFERIN,  
Viceroy and Governor-General of India.

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### NO. XXVII.

TRANSLATION of a KHARITA from HIS HIGHNESS MAHARAJA MADHO RAO SINDHIA ALIJAH BAHADUR to HIS EXCELLENCY the EARL of DUFFERIN, VICEROY and GOVERNOR-GENERAL of INDIA, dated 7th September 1888.

*After the usual compliments.*—Your Excellency's friendly letter, containing nine conditions relating to the exchange of territory in the neighbourhood of Jhansi agreed to in December 1886 by the Commissioner of Jhansi, on the part of the British Government, and Sardar Santaji Rao Temak, on behalf of the Gwalior Durbar, and requesting the formal acceptance by this Durbar of the terms specified therein and of the subsequent arrangements which gave effect to them, and further intimating that in the territory recently transferred to the Gwalior Government proprietary and other rights of landholders and tenants are involved, and therefore expressing a hope that the Gwalior Durbar will give an assurance that it will adhere to the terms of the Land Settlement effected by the British Government in the ceded villages and recognise the rights recorded thereat, and that it will respect all sanads for jaghirs or rent-free grants within the said villages which had been given or admitted to be valid by English authorities, and further that it will preserve intact all rights recorded as being in existence at the time of transfer in the Revenue Records prepared under the orders of the British Government, has been received through Colonel P. W. Bannerman, Resident at Gwalior, and the contents thereof duly noted.

In reply, I have the honour to state that Your Excellency may rest assured that the terms agreed to by the aforesaid representatives of both

Further, Your Highness is aware that in the territory recently transferred to the Gwalior Government, proprietary and other rights of landholders and tenants are involved; and I, therefore, trust that Your Highness will give an assurance that the Gwalior Durbar will adhere to the terms of the land settlement effected by the British Government in the ceded villages, and recognise the rights recorded thereat; and that the Durbar will respect all sanads for jaghirs or rent-free grants within the said villages which had been given or admitted to be valid by English authorities; and further that Your Highness will preserve intact all rights recorded as being in existence at the time of transfer in the revenue records prepared under the orders of the British Government.

I desire to express the high consideration which I entertain for Your Highness, and to subscribe myself,

Your Highness's sincere Friend,

SIMLA; } (Sd.) DUFFERIN,  
The 13th June 1888. } Viceroy and Governor-General of India.

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SIMLA;  
The 13th June 1888. }

(Sd.) DUFFERIN,

Viceroy and Governor-General of India.

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In reply, I have the honour to state that Your Excellency may rest assured that the terms agreed to by the aforesaid representatives of both

5. Government (Keldar) rupees to be received at full value, subject to the limitation of British Indian law that no rupee shall have lost more than two per cent. of weight. Below two per cent. to be taken (according to the system current in India) at bullion value. Such rupees to be paid into the Agra Treasury, and credit to be given from the date on which they are there received.

6. Interest to be paid to the Durbar at the Agra Treasury in Government rupees half-yearly. The date to be determined by the Government of India.

7. The loan to be repayable in yearly instalments of twelve lakhs of Government rupees, the first such instalment to be due as may be hereafter determined.

8. The whole amount of the loan to be three and a half crores of rupees of the Government of India, and the rate of interest to be four per cent. per annum.

(Sd.) RAO RAJA GANPAT RAO KHADKEY,  
*President of the Council of Regency.*

(Sd.) P. W. BANNERMAN,  
*Resident, Gwalior.*

*The 1st April 1887.*

(Sd.) J. WESTLAND,  
*Financial Secretary.*

*The 1st April 1887.*

No. XXIX.

SUPPLEMENTARY AGREEMENT relating to the same LOAN, dated  
Gwalior, the 7th April 1887.

It is hereby agreed that the repayment of the (3½) three and a half crores of rupees lent to the Government of India by the Gwalior State shall be made by annual instalments of twelve lakhs, and shall commence one year after His Highness the Maharaja comes of age.

(Sd.) RAO BAPU SAHIB JADOW,  
*President of the Council of Regency.*

(Sd.) P. W. BANNERMAN,  
*Resident at Gwalior.*

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FOREIGN DEPT.,  
Fort William; } (Sd.) W. J. CUNINGHAM,  
The 20th December 1888. } for Secretary to the Government of India.

The area of the Estate is 60 square miles; the population, according to the census of 1901, is 5,557; and the revenue is about Rs. 25,000 a year.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 3.—BHADAURA.

The five villages originally constituting this grant (No. XXXVI) were made over by Maharaja Daulat Rao Sindhia through the mediation of the British Resident to Raja Man Singh in 1820, on condition that Man Singh would put a stop to the depredations committed by one Sohan Singh Girasia, and would prevent theft. The grant comprised the quit-rent holding of villages yielding at that time an annual revenue of Rs. 2,300, half of which the Raja was to keep for himself, the other half being paid to Sindhia. The family are Sisodiya Rajputs, and held most of their present possessions before the Marathas came into Central India. Besides the villages originally granted by Maharaja Sindhia, this Estate includes the head-quarter village of Bhadaura, which was granted by the Emperor Shahjahan to the Umri family in A. D. 1634, and which was made over by them to the family of the present holders; and also the village of Rai Basai, which was granted by Raja Chhatar Singh of Marwar in 1731.

Man Singh was succeeded by Mohan Singh, who died in 1876, leaving as his successor Madan Singh. Madan Singh died in 1882, when his only son, Madho Singh, then six years of age, was acknowledged by the British Government as his successor. During the minority of Madho Singh the Estate was placed in charge of a kamdar under the general supervision of the Political Assistant, Guna. In 1894 Madho Singh was entrusted with the management of his Estate. Madho Singh died on the 3rd February 1899, and the succession of his cousin, Ranjit Singh, who was born on the 5th January 1887, was sanctioned by the Government of India. He was installed on the 15th April 1901. Ranjit Singh, being a minor, is receiving his education at the Maharaja Sindhia's Sardars' School, and the administration of the Estate is conducted under the supervision of the Resident through a kamdar.

The succession to the Chiefship was, in the cases of Mohan Singh, Madan Singh, and Ranjit Singh, the present Raja, recognised by the British Government without reference to the Gwalior Darbar, the relation of the Estate to Sindhia being marked only by the presence of the Gwalior Vakil at the installation ceremony. The Gwalior Darbar has never interfered in the affairs of the Estate, and boundary disputes between Bhadaura and Gwalior have always been determined by British officers.

Approved and confirmed by the Government of India.

By order,

(Sd). H. S. BARNES,

SIMLA ;  
The 7th May 1901. }

*Secretary to the Government of India, Foreign  
Department.*

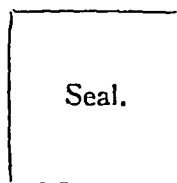
No. XXXIII.

AGREEMENT executed by the MAHARAJA SCINDIA regarding the cession of jurisdiction on that portion of the NAGDA-MUTTRA RAILWAY which lies within the GWALIOR STATE,—1906.

I, Colonel Maharaja Sir Madho Rao Scindia, G.C.S.I., G.C.V.O., LL.D., of Gwalior, hereby cede to the British Government full and exclusive power, and jurisdiction of every kind over the lands in the Gwalior State, which are or may hereafter be occupied by the Nagda-Muttra Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

(Sd). M. SCINDIA.

*The 27th February 1906.*



GWALIOR ;

*The 27th February 1906.*

territories. The object of the settlement was to put a stop to his plundering expeditions.

Man Singh, who was a nephew of Madho Singh, joined the rebels during the mutinies, but surrendered in 1859 on condition of a free pardon and a suitable maintenance being granted to him. His former possessions were consequently restored to him under the same conditions as before his rebellion; *i.e.*, under British guarantee. For his subsequent services in connection with the capture of Tantia Topi, a jaghir in perpetuity of the value of Rs. 1,000 a year was sanctioned for Man Singh, but as no land was available in the United Provinces, where he wished to obtain the grant of a village, he received a cash allowance of Rs. 1,000 a year instead.

Raja Man Singh died on the 31st December 1882, and was succeeded by his son, Gajendra Singh, then 14 years of age.

The Gwalior Darbar claimed the right of being consulted in regard to the succession, on the ground that the British guarantee had lapsed in consequence of Man Singh's rebellion and the confiscation of his Estate, and also on the grounds of custom and precedent. The Government of India, however, held that the arrangements made with Man Singh in 1859 had the effect of preserving the British guarantee; and accordingly determined that in the particular case, as the succession was one of direct descent, and the legitimacy of Gajendra Singh was not in dispute, the Maharaja was not entitled, as of right, to be consulted. It was at the same time intimated that, with this understanding, the Government of India would not object to the attendance of a Darbar official at the ceremony of installation.

Gajendra Singh was a descendant of the family of Kachhwaha Ajudhya Rajputs, who were established at Narwar before the Maratha invasion of Central India. He married in 1884 the daughter of the Chief of Sohawal in Baghelkhand.

The management of the Estate during Gajendra Singh's minority was in the charge of a kamdar under the supervision of the Political Assistant, Guna, but after 1886, it was carried on by the Raja himself under the same political supervision.

Gajendra Singh died on the 16th December 1898, leaving two sons, Mahindra Singh and Polindra Singh. The elder, Mahindra Singh, who was born on the 26th December 1892, was acknowledged as successor by the Government of India, and was installed on the 9th March 1899. Mahindra Singh, being a minor, is receiving education at the Daly College, Indore, and the Estate is being administered by the Resident through a kamdar.



The area of the Estate is 50 square miles ; the population, according to the census of 1901, is 2,275 ; and the revenue about Rs. 5,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

#### 4.—KATHAUN.

This grant (No. XXXVII) of three villages, yielding annually Rs. 4,000, was made to Thakurs Bhim Singh, Prithi Singh Ramchandrar, and Chandarbhan in 1825, through the mediation of the British Resident at Sindhia's Darbar, on condition that they would serve the Government faithfully and protect the high road.

Hargayan Singh, who succeeded to the Estate in 1883, died on the 4th April 1892, and the succession, by adoption, of Thakur Pratap Singh, who was born in February 1865, was sanctioned by the Government of India in November 1894.

The area of the Estate is 5 square miles ; the population, according to the census of 1901, is 3,505 ; and the revenue is about Rs. 7,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

#### 5.—SIRSI.

Maharaja Daulat Rao Sindhia at first granted three-fourths of the revenue of the taluka of Sirsi to Bharat Shah in 1820, on condition that he would pay into the Gwalior treasury the remaining one-fourth, and honestly discharge the duties entrusted to him by reducing the Girasias and others to obedience. In 1837 a fresh Sanad (No. XXXVIII) was granted to Dewan Hindu Singh of Sirsi by Maharaja Jankuji Rao Sindhia, by which the payment of one-fourth of the revenue of the district to the Darbar, in accordance with the terms of the sanad of 1820, was remitted with certain conditions, and the Dewan agreed to provide thirty sowars and seventy footmen when required without pay for the first three months, but the Darbar has since dispensed with the fulfilment of this condition. The grant is guaranteed by the British Government.

Hindu Singh was succeeded by Bikramajit, who died in 1872, when the succession of his son, Bijai Bahadur, then seven years of age, was recognised. The management of the Jaghir was entrusted to a kamdar under the superintendence of the Political Assistant, Guna. Dewan Bijai Singh, who was put in charge of the Estate in 1886, died in March 1891, leaving no sons.

The succession of his younger brother, Kunwar Mihrban Singh, aged about 20, was sanctioned by the Government of India in 1891. He was also direct heir of the late Chief, being a lineal descendant of the original

Agent in Bhopal. He holds a grant of twelve villages in Sindhia's territory and pays annually Rs. 1,001 as quit-rent direct to Sindhia (No. XLVI). The family also held the grant of twenty-eight villages in the Sironj district under British recognition; but these, as well as the grant from Sindhia, were confiscated for the rebellion in 1857 of Chhatar Sal, who was then Thakur. The sanads were lost during the rebellion, but copies of them were subsequently discovered, and these have been verified and acknowledged by the Gwalior Darbar (Nos. XLVII to LII).

By Sanad (No. XLVII) certain hereditary village rights are granted to the Thakur; by Sanad (No. XLVIII) he received three villages in jagir to defray his palki expenses; by Sanad (No. XLIX) he receives an annuity of Rs. 75 from three villages in the Shamshabad pargana; by Sanad (No. L) he receives a tankha of Rs. 444 a year. Sanad (No. LI) is a confirmation by Jankuji Rao Sindhia of the grants made to the Thakur in the foregoing sanads by Daulat Rao Sindhia. Sanad (No. LII) is a grant of five villages on an istimrari tenure of Rs. 1,501.

The villages included in Sindhia's territory were restored and regranted by the Government in July 1859 to Balwant Singh.

The Estate pays a tankha of Rs. 5,880 in all to the Gwalior Darbar, of which Rs. 2,502 are for the guaranteed portion of the Estate, and Rs. 3,378 for other holdings, namely, Rs. 2,101 for the six villages in the Phupher pargana, and Rs. 1,277 for the five Barwakhera villages.

Thakur Balwant Singh died on the 14th December 1891, and was succeeded, with the sanction of the Government of India, by Baldeo Singh, who was born on the 28th January 1876. Owing to the debts contracted by the late Thakur the administration of the Thakurate remained under the control of the Political Agent in Bhopal.

In 1897 arrangements were made to free the Estate from debts remaining unpaid at the time, and Baldeo Singh was entrusted with the management of his Estate, subject to the general supervision of the Resident at Gwalior until the debts were paid off.

In 1900 the Thakur was found to be involved in fresh financial difficulties owing to his extravagance, and the Estate was again placed under the management of the Resident at Gwalior until the liquidation of the debts has been effected and the affairs of the Thakurate have been placed on a satisfactory footing. This arrangement still continues.

The area of Agra Barkhera is 31 square miles; the population, according to the census of 1901, is 5,258; and the revenue about Rs. 19,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

The matter was complicated by disputes in the family, and at last, in 1843, with the consent and by the mediation of the British Government, it was arranged that the original agreement should be replaced by separate engagements with the three principal members of the family—Bijai Singh, Thakur Chhatarsal, and Ajit Singh. The Darbar on granting these fresh sanads stipulated for the payment of a nazarana of Rs. 30,000, to which Bijai Singh and Chhatarsal consented.

*Garha.*—A Sanad (No. XL) was accordingly granted to Bijai Singh, by which he received 52 villages selected from the Khichiwara lands and the right to certain collections specified in the sanad, on the understanding that he would continue to serve the Government as he had done up to that date; abstain from creating disturbances; not encourage robbers committing crimes in the territories of the British Government and Gwalior State; afford no protection to criminals; and establish police posts in his districts for the protection of travellers.

Bijai Singh died in 1880, and his son, Balbhadar Singh, then 13 years of age, was recognised by the British Government as his successor. The Jagir, which is known as the Garha Estate, was managed during the minority by a dewan under the general superintendence of the Political Assistant, Guna. Balbhadar Singh was installed on the *gadi* in January 1886, with the sanction of the Government of India.

Balbhadar Singh died on the 30th October 1900, and Dhirat Singh, his only son, who was born on the 6th June 1885, was recognised as his successor by the Government of India. He was installed on the 7th March 1903.

Dhirat Singh being a minor, his Estate is administered by the Resident through a kamdar, and he himself is receiving education in the Maharaja Sindhia's Sardars' School.

The area of Garha is 44 square miles; the population, according to the census of 1901, is 9,481; and the revenue is about Rs. 22,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized chiefships.

*Dharnaunda.*—Chhatarsal also received a sanad similar to the one granted to the Garha Chief, by which he was given, on the same conditions, 32 villages yielding Rs. 9,000. Chhatarsal was succeeded by Mangal Singh, and he by Bharat Singh, who died in 1877, when his son, Bhim Singh, born on the 18th March 1860, was recognised as the Thakur of Dharnaunda.

In 1896 the Thakur ceded land for the Guna-Baran Railway free of compensation.

## No. XXXIV.

THE AGREEMENT of ROWJEE SAE AJEET SING JEE, RAJA of  
AMJHERRA, mediated by MAJOR-GENERAL SIR JOHN  
MALCOLM BAHADUR,—1820.

I allow on the part of myself, my descendants, and the servants of the State that the long established tribute of the district when it was formerly flourishing was Halee Sicca Rupees 35,000, and that sum used to be paid to His Highness Dowlut Rao Sindia's Government. But latterly anarchy and confusion have almost ruined my district, and the Circar having benevolently considered its consequent decrease of revenue has settled that tribute, agreeably to the following detail, shall be paid to the jaghirdar of His Highness Dowlut Rao Sindia, Jye Sing Rao Ghatkee Sirjee Rao, or to whomever His Highness may order, being at a rate corresponding with the expected improvement of my district, *viz.*—

For the year of the Sumbut 1877 . . .	Halee Rupees	22,000
"      "      1878 . . .	"	24,000
"      "      1879 . . .	"	26,000
"      "      1880 . . .	"	28,000
"      "      1881 . . .	"	30,000
"      "      1882 . . .	"	32,000
"      "      1883 . . .	"	34,000
"      "      1884 . . .	"	35,000

The country improving, the above sums will be yearly given. The Rupees are Halee Siccas, the accustomed percentage shall be allowed between the currency and the Salim Sahi Rupees. For and after the year 1885 Sumbut the full tributè of Rupees 35,000 to be given regularly. The tribute to be paid in two equal kists, half in Maugh Sood Poonum, half in Jeyt Sood Poonum, being old established usage, and likewise each year's tribute detailed above to be paid in two kists and in the same proportions. If the whole or any part of a kist is not paid when due, one and a half month law to be given, and at the expiration of that time I agree to the Circar's appropriating to itself lands or villages whose revenues are equal to the deficient sums, the revenue of such seized lands or villages to be afterwards credited to the tribute and to that kist for whose deficiency they have been taken; such lands or villages shall never be claimed by me or my descendants. It would be wrong to do so. But no persons, horsemen or karkoons, belonging to the Government of His Highness Dowlut Rao Sindia to be jaghir'dar or any kamaisdar shall be allowed to remain in my district.

25th October 1820.

about the year 1703 A. D. After the dismemberment of the Orchha State by the Marathas, the Peshwa granted a sanad for the jagir to Amir Singh Aharwali in 1751. Thereafter the sovereignty over Khaniadhana was for many years the subject of dispute between the Maratha State of Jhansi and Orchha, and after the lapse of Jhansi the British Government inherited the dispute. The Jagirdar indeed claimed absolute independence, both of the British Government and of Orchha; but in 1862 it was decided that, like the Hasht-Bhaya Jagirs (*see* Bundelkhand in Vol. V), the Jagir of Khaniadhana was directly dependent on the British Government, on the grounds that it had undoubtedly formed a part of the Maratha conquest in Bundelkhand, and had been granted to Amir Singh by the Peshwa, to whose rights the British Government had succeeded, and that for half a century at least Orchha had exercised no sovereign rights or jurisdiction whatever in Khaniadhana.

Raja Guman Singh, who succeeded his father in June 1863, executed a Deed of Allegiance (No. XLIII). He died in 1869, and was succeeded by his son, Chitra Singh, who was born on the 24th December 1865. During his minority the State was managed by the widow of the late Jagirdar, aided by the old officials of the State. Chitra Singh was invested with full powers in 1885.

At the Delhi Assemblage (1877) Chitra Singh received the title of Raja as a personal distinction.

In October 1888 the Chief ceded (No. XLIV) full jurisdiction, short of sovereign rights, over the land which he had agreed in 1884 to give in the Khaniadhana Jagir for the Jhansi-Bhopal section of the Indian Midland railway. As the circumstances of the jagir were deemed exceptional, compensation to the amount of Rs. 8,353-10-9 was paid in 1890 for the lands so acquired. It was at the same time intimated that this payment must be treated as a special case, and not as forming a precedent.

The area of Khaniadhana is 68 square miles; the population, according to the census of 1901, is 15,528; and the revenues are about Rs. 22,000.

There is a military force of 1 gun, 2 gunners, 7 cavalry, and 100 infantry.

Nazarana is levied (No. XLIII) by the Government of India from the State at the rate of a quarter of a year's net revenue on direct succession and half a year's net revenue on succession by adoption.

### 8.—AGRA BARKHERA.

The Thakur receives, under a Settlement (No. XLV) made with Thakur Nirbhai Singh in 1818 a tankha of Rs. 300 from Kurwai through the Political

*List of Mehal and Villages.*

Pergunnah Parone 1 (one) mehal.

1 Village or Mouza Baraee.

1        „        „      Daigounday (Deighodē).

1        „        „      Sanhee.

1        „        „      Goorha (Gorhar).

1        „        „      Moorharee (Moondaree).

1        „        „      Jeeroraro (Jouharce-Jaithpoora).

*Dated 3rd Suffur Sun 1234.*

## ENGAGEMENT on the part of RAJAH MADHO SING of NURWUL

The Maharajah Dowlut Rao Sindia having granted to Madho Sing under the guarantee of the British Government in jaghire to him and his heirs for ever the following places, *vis* :—

The pergunnah of Parone.	Bhattee in pergunnah Kolarus.
Barhye in pergunnah Kolarus.	Karrah (Koonda) „ Seepree.
Deighode        „        „	Moorharee (Moondaree) „
Chittoralloo (Chitora) in pergunnah Seepree.	

Madho Sing hereby engages to confine himself entirely to the jaghir abovementioned, to relinquish altogether his present predatory mode of life and to disband his troops. He further engages not to levy contributions or exactions from any other parts of Dowlut Rao Sindia's territories, nor on travellers or merchants passing through the country.

In witness whereof this engagement has been signed and sealed this 11th day of Suffur 1234 of the Hegira, corresponding to the 10th Decembe 1818.

(Sd.) THAKOOR GOPAUL SING.

I hereby certify that the Sunnud granted by the Maharaja Dowlut Rao Sindia for the places named in this engagement is guaranteed to Raja Madho Sing by the British Government on his fulfilling the terms of this engagement.

(Sd.) J. STEWART,  
*Acting Resident.*

## 9.—UMRI.

The family are descended from the Sisodia Rajputs of Udaipur.

The formal suzerainty of the Gwalior Darbar over the Estate was admitted by the Government of India, who also recognised the Darbar's rights to be consulted in cases of succession and to be represented at installation ceremonies. The Gwalior Darbar is not, however, permitted to interfere with the internal affairs of the Estate.

Raja Mohkam Singh, who is said to have succeeded his father, Bhim Singh, in 1820, died in 1880, and was succeeded by his grandson, Prithi Singh, in 1881, Prithi Singh's father, Randhir Singh, having died during the lifetime of his father, Mohkam Singh. During the minority of the Raja, who was installed in 1891, the Estate was managed by a kamdar under the supervision of the Political Agent, Goona, but the Raja has since been entrusted with the administration. Raja Prithi Singh was born on the 4th January 1872.

The area of Umri is 60 square miles; the population, according to the census of 1901, is 2,469; and the revenue is about Rs. 5,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

*Khiaoda*.—The Thakurate is an off-shoot of Umri. The present Thakur, Madan Singh, was born on the 27th April 1882. He succeeded his father, Sarwan Singh, in 1890.

Khiaoda is subordinate to Umri. But the latter is not authorized to interfere in the affairs of the former, or to exercise any jurisdictional rights; it is, however, entitled to levy nazarana on successions.

Owing to the embarrassed condition of the finances of the Estate, the administration has not been entrusted to the Thakur, but is conducted by a kamdar acting under the supervision of the Resident at Gwalior.

The area of Khiaoda is 10 square miles; the population, according to the census of 1901, is 857; and the estimated revenue is about Rs. 1,500.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

On the part of MAHARAJA DOWLUT RAO SINDIA BAHADOOR on the subject of tribute of the AMJHERRA DISTRICT. JEY SING RAO GHATKÉE SIRJEE RAO being Jaghirdar.

Through the medium of Major-General Sir John Malcolm, Jey Sing has written on behalf of himself and his descendants that I and my servants, whoever they may be, shall in no way interfere with the family concerns of the Rajah, the conduct of his Government, or in the affairs of his district: we shall dispute on no such points.

The Circar in its goodness, considering the deteriorated state of the district, has settled the tribute as follows in details:—

						<i>Halce Rupees.</i>
For the year 1877 Sumbut	.	.	.	.	.	22,000
„ 1878 „	.	.	.	.	.	24,000
„ 1879 „	.	.	.	.	.	26,000
„ 1880 „	.	.	.	.	.	28,000
„ 1881 „	.	.	.	.	.	30,000
„ 1882 „	.	.	.	.	.	32,000
„ 1883 „	.	.	.	.	.	34,000
„ 1884 „	.	.	.	.	.	35,000

This is the tribute to be paid annually as detailed for these eight years in Halce Siccas, and for 1885 of the Sumbut, and ever afterwards, the full established tribute of Rupees 35,000 shall be paid.

The tribute to be paid in two equal kists, as has obtained from time immemorial, one in Maugh Sood Poonum, the other in Jeyt Sood Poonum; besides this we shall demand no other money, whether for military or any other expenses. If I do so I shall act incorrectly, and moreover none of my troops or horse or karkoons shall remain in the district of Amjhera.

*25th October 1820.*

### No. XXXV.

TRANSLATION of a SUNNUD granted by MAHARAJA DOWLUT RAO SINDIA BAHADOOR to RAJA MADHO SING of NURUUR, —1818.

A jaghir containing a mehal and six villages has been allotted to you by the Circar for your livelihood from the date of the sunnud; therefore take possession of the mehal and villages and apply to your use their revenue collections. It is expected that you will act up to the contents of the document you have given. The Circar too on its part will fulfil its agreement.



Government under the head of chota sayar, the bazar collections, and the duties levied on the sale of cattle: I now earnestly beg that new Sanads from the present year may be granted to us.

In compliance with this application the Sircar has granted you a new Sanad for the fifty-two villages, yielding a revenue of Rupees 15,000, which were selected from the Kheechee lands, yielding a revenue of one lakh forty-two thousand eight hundred and forty-eight and a half rupees, situated in the vicinity of Ragoogurh, granted in Summut 1877, or Sun Ishera Meatein, the revenues of which were estimated by a karkoon and a mootasuddee on the part of the British Government. The fifty-two villages yielding a revenue of Rupees 15,000 with the right to the chota sayar duties, and those levied on the sale of cattle formerly carried to the credit of Government, have been conferred again upon the Raja.

*Names of the villages.*

Jumneer.	Barcho.	Korace.
Doongur.	Uttraeckhairo.	Maund.
Bawencho.	Bordo.	Jhurpace.
Dhadra.	Burkheree.	Goluja.
Bursud.	Soomurce.	Mohree.
Moteepoor.	Moondeogurh.	Bujla.
Parewa.	Jullalpoor.	Suraree.
Murookheree.	Korudang.	Khergurh.
Khegra.	Chorakheree.	Bheakheree.
Satoto.	Mutraee.	Oonnee.
Neemkheree.	Bahurwass.	Bcejapoor.
Kakurwassce.	Kishenkheree.	Thukraido.
Rajaharee.	Denakheree.	Bejaido.
Kunjace.	Jagro.	Ruttunpoor.
Emilia.	Emilea.	Narainpoor.
Patun.	Hingoneea.	Tudhowtec.
Gaoher.	Munsakheree.	
Sahurkhars.	Moorhwass.	

The above fifty-two villages, yielding a revenue of Rupees 15,000 with the chota sayar, the bazar collections, and the duties on the sale of cattle, are given to you in Sanad from the present year again. These villages in the vicinity of Ragoogurh are given to you, with the collections of chota sayar, out of the Bala Behut jaghire, in the present year Sun Sulus Urbain Meatein or Summut 1899, nuslun-bad-nuslun, to your heirs in perpetuity. You are to collect the revenue and expend them. You are to serve Government as you have been in the habit of doing. You are not to create disturbances or to encourage robbers to commit crimes in the territories of the British Government, the Durbar, or those of any other State. You are not to afford protection to criminals. You are to establish chowkees in your district for the

No. XXXVI.

TRANSLATION of a Mahrattee SUNNUD granted by MAHARAJAH DOWLUT RAO SINDIA to RAJAH MAUN SINGH of BHADOWRA,—1820.

You represented at Gwalior that you would exert and put a stop to the depredations made by Sohun Sing Girassia, and that you would further prevent theft, and as a reward for your services you solicited villages in the pergunnah of Meeanab, *vis.*, Doongah Surrah (Doongusra), Mahoo, Tinsae, Sakoomba (Sagorea) and Dhunarah, five in all, yielding Rupees 2,300, on an istumrar tenure. For such services the villages have been granted to you; take possession of them and submit regularly every year correct accounts of the revenue collections, half of which keep for yourself, and the other half pay into the treasury of the Circar; diligently and honestly discharge the duty entrusted to you: on failure they will be resumed.

*Dated 1st Fate Soodee Chhuth Sambat 1877.*

No. XXXVII.

TRANSLATION of a SUNNUD granted by MAHARAJAH DOWLUT RAO SINDIA to THAKOORS BHEEM SING, PIRTHEE SING RAMCHUNDER, and CHUNDERBUNS,—1825.

Talooka Bamsolee in pergunnah Bijepore which you held has been made khalsa. In lieu thereof mouzah Kathaun with two other villages, with the exception of sayer, has been granted to you in nankar for Rupees 4,000 from year 1882 Summut. Take possession of them, serve the Government faithfully, and protect the high road.

*Dated 21st Mohurrum 1226 Arabic.*

No. XXXVIII.

TRANSLATION.

Be it known from HIS HIGHNESS MAHARAJA JUNKOJEE RAO SCINDIA ALIJAH to DEWAN HINDOO SING DHUNDERA, of SIRSEE,—1837.

Your petition has been received. You say that you have received Taluka Sirsee under a Sunnud, which specifies that the grant was made for service, and requires that an account of the revenue thereof be rendered annually; that three-fourths of the yearly receipts be retained by you, and one-fourth

British Government for their decision, and implicitly to observe and abide by whatever decision shall be passed by them on such dispute; and further I bind myself on all occasions scrupulously to observe the strictest obedience and submission to the British Government.

*Article 3rd.*—If any subject of the British Government abscond and take refuge in any of the villages composing my jaghire, I engage to seize and deliver him to the servants of the British Government; and if any person be deputed on the part of the said Government to apprehend such absconder, I agree not only not to oppose that person, but to co-operate with him in the apprehension of the absconder; and I further agree to attend with deference to, and to obey all orders issued to me from, the Court of the Political Officer.

*Article 4th.*—I engage not to permit thieves or robbers to reside in any of my villages; and if the property of any merchants or travellers be plundered or stolen in any of my villages, I engage to make the zemindars of such village responsible for the stolen property, or for the seizure and delivery of the robber or thief to the officers of the British Government; and if any person amenable to the British laws for murder, or other crimes committed in the territories of the British Government, take refuge in any of my villages, I further engage to seize such offender and to deliver him up to the British Government.

*Article 5th.*—If I should at any time be called upon by the British Political authorities to furnish assistance in men for the purpose of aiding in any proceeding undertaken by the said authorities on the part of the British Government, I bind myself to furnish such assistance promptly and without delay and to the utmost of my means and ability.

## No. XLII.

ADOPTION SANAD granted to the CHIEF of KUNNYADHANA,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their houses should be continued; in fulfilment of this desire, this Sanad is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognise and confirm any adoption of a successor made by yourself, or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

*Dated 11th March 1862.*

From the commencement of the present year, being Sun 1220, the above 204 villages, yielding a revenue in all Rupees 1,42,848-8, have been allotted to you by the Circar; Rupees 55,000 of which you are to have for yourselves, your brethren and children, and the balance is to be regularly and annually paid into the treasury of the Circar, and any sum short of Rupees 55,000 will be made good by the Circar and paid to you in cash. The sayar (customs) beyond the town and in the pergunnah will be collected and taken by the Circar.

*Dated 16th Zilhej Sun 1220, Summut 1876, A. D. 1819.*

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TRANSLATION of a MAHRATTEE SUNNUD (or grant) granted by  
DOWLUT RAO SINDIA to AJEET SING and DHOKUL SING  
KHEECHES.

*After compliments.*—The fort of Ragoogurh together with the town has been allotted for the residence of yourselves, your families, brethren, and children, &c., &c., and lands in the vicinity yielding revenue of about Rupees 55,000 have been granted to you from the commencement of the year or Sun 1220. Take up your abode in the fort of Ragoogurh and in the town, and apply to your use, and to the use of your families, brethren, and children, the lands in its vicinity yielding a revenue of Rupees 55,000.

*Dated 24th Zeecaad Sun 1220.*

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No. XL.

TRANSLATION of a HINDEE SANAD from SREE MAHARAJ  
DHIRAJ SREE MAHARAJ SREE ALIJAH SOUBADARJEE  
SREE JUNKOOJEE RAO SINDIA BAHADOORJEE to SID  
SREE APPUMA RAJAH BIJEY SING JEE JOG.

Lalla Mohunlool, your vakeel, has made a petition at Gwalior to the following effect:—

In Sumbut 1877, or Sun Ishera Meatein, the Government granted two hundred and four villages, yielding a revenue of one lakh forty-two thousand eight hundred and forty-eight and a half rupees, situated in the vicinity of Ragoogurh, to the Kheechee Chiefs as the means of supporting themselves and their families. After this a karkoon on the part of the Sircar, accompanied by a mootasuddee on the part of the British Government, measured the lands and fixed their value; fifty-two villages, yielding a revenue of Rupees 15,000, were selected and allotted to us. With the exception of the barra sayar we were granted all the duties hitherto carried to the credit of

the servants of the British Government ; and if any person be deputed on the part of the said Government to apprehend such absconder, I agree not only not to oppose that person, but to co-operate with him in the apprehension of the absconder, and I further agree to attend with deference to and obey all orders issued to me from the court of the Political Officer.

## ARTICLE 4.

I engage not to permit thieves or robbers to reside in any of my villages ; and if the property of any merchants or travellers be plundered or stolen in any of my villages, I engage to make the zemindars of such village responsible for the stolen property, or for the seizure and delivery of the robber or thief to the officers of the British Government ; and if any person amenable to the British laws for murder or other crimes committed in the territories of the British Government take refuge in any of my villages, I further engage to seize such offender and to deliver him up to the British Government.

## ARTICLE 5.

If I should at any time be called upon by the British political authorities to furnish assistance in men for the purpose of aiding in any proceeding undertaken by the said authorities on the part of the British Government, I bind myself to furnish such assistance promptly and without delay, and to the utmost of my means and ability.

## ARTICLE 6.

I hereby engage for myself and my successors that on the occurrence of successions in this jaghire, the following relief shall be payable thereon to the British Government, *viz.* :—

One quarter of a year's net revenue on direct successions, and half a year's net revenue on successions by adoption.

## No. XLIV.

TRANSLATION of a KHAT from the CHIEF of KANNYADHANA,  
dated 26th October 1888.

I have the honour to acknowledge the receipt of your khat of 20th instant, being a reply to one from me, dated 16th idem, and requesting that the transfer to Government of civil and criminal jurisdiction over the Kannyadhana land taken up for the Jhansi and Bhopal Railway may be communicated in few words, and with reference thereto beg to state that I hereby make over to the Imperial Government civil and criminal jurisdiction over the land in Kannyadhana ceded for the railway.

protection of travellers. You will be held responsible for the fulfilment of these conditions.

*Dated Mittee Badon Soodee Teej Summut 1899 or 1st Shaban Soor Sun Sulus Urbain Meatein Aluf.*

(True translation.)

(Sd.) R. R. W. ELLIS,  
*Assistant Resident.*

A precisely similar Sanad for thirty-two villages yielding a revenue of Rupees 9,000 was granted to Chuttersaul, Chief of Dharnauda.

## No. XLI.

### DRAFT of IKRARNAMAH or OBLIGATION of ALLEGIANCE of JAGHIREDAR of KUNNYADHANA.

I declare that I have submitted in person to the British Government, and  
Preamble. with a view to confirm my obedience and submission  
to the said Government, I do hereby present this  
Ikrarnamah, comprising the following Articles:—

*Article 1st.*—Whereas I have cheerfully and voluntarily acknowledged my obedience and submission to the British Government, and have been admitted among the number of its dependents (like other Bundelcund Jaghiredars similarly circumstanced); and whereas I have now been required to submit an Ikrarnamah or oath of allegiance to the British Government: Therefore, and in consideration of the protection extended to me by the British Government, I have prepared and do hereby present this Ikrarnamah, comprising the following Articles under my seal and signature, from the conditions of which I promise never to depart, and never to commit any act in violation of the same.

*Article 2nd.*—I hereby engage to have no intercourse, transactions or correspondence with any marauders, rebels, or evil-disposed persons within or without the Province of Bundelcund, and never to harbour or permit any such persons to reside in my villages; and whenever I shall obtain information of the haunts of such persons, I engage to use my best endeavours to apprehend them and to deliver them up to the officers of the British Government.

I engage never to enter into disputes with any of the servants or dependents of the British Government, and never to afford assistance to any of the Chiefs dependent on the said Government, in the event of disputes arising among them, without orders from the British officers; and if at any time a dispute of any sort occur between me and any of the Rajahs or Chiefs of the Province, I agree to submit the same without delay to the officers of the

## No. XLIII.

IKRARNAMAH or OBLIGATION of ALLEGIANCE of GUMAN SING,  
JAGIRDAR of KUNNYADHANA.*Dated the 1st August 1863.*

I, Guman Sing, declare that I have submitted in person to the British Government, and with a view to confirm my obedience and submission to the said Government, I do hereby present this Ikrarnamah, comprising the following Articles:—

Preamble.

## ARTICLE 1.

Whereas I have cheerfully and voluntarily acknowledged my obedience and submission to the British Government, and have been admitted among the number of its dependants, like other Bundelcund jagirdars similarly circumstanced; and whereas I have now been required to submit an ikrarnamah or oath of allegiance to the British Government: Therefore, and in consideration of the protection extended to me by the British Government, I have prepared and do hereby present this Ikrarnamah, comprising the following Articles, under my seal and signature, from the conditions of which I promise never to depart and never to commit any act in violation of the same.

## ARTICLE 2.

I hereby engage to have no intercourse, transactions, or correspondence with any marauders, rebels, or evil-disposed persons, within or without the province of Bundelcund, and never to harbour or permit any such persons to reside in my villages; and whenever I shall obtain information of the haunts of such persons, I engage to use my best endeavours to apprehend them and to deliver them up to the officers of the British Government.

I engage never to enter into disputes with any of the servants or dependants of the British Government, and never to afford assistance to any of the Chiefs dependent on the said Government, in the event of disputes arising among them, without orders from the British officers; and if at any time a dispute of any sort occur between me and any of the Rajahs or Chiefs of the province, I agree to submit the same without delay to the officers of the British Government for their decision, and implicitly to observe and abide by whatever decision shall be passed by them on such dispute; and further, I bind myself on all occasions scrupulously to observe the strictest obedience and submission to the British Government.

## ARTICLE 3.

If any subject of the British Government abscond and take refuge in any of the villages composing my jaghire, I engage to seize and deliver him to

No. XLV.

TRANSLATION of a DEED of grant from the NAWAB AKBAR KHAN, of Koorwai to THAKOOR NEERBHY SING, of Agra Burkhera, dated 1st Suffur 1228 Fuslee,—1818.

Whereas in former times an allowance was made to you from this government on account of your services rendered to it, which allowance owing to the troubles of the times and the devastation of the country, had been discontinued; now that by the blessing of Providence these tumults and outrages have subsided, and the world is at rest, and your means of subsistence having been much diminished, therefore, holding in view your former claims, an allowance of Rs. 300 commencing with the year 1229 Fuslee, and payable in three equal kists of Rs. 100 each in the months Karick, Maugh, and Bysack, is granted you on condition of your always being ready to aid this government with your services.

Authenticated by the seal and signature of the Nawab.

No. XLVI.

TRANSLATION of a PERWANNAH from MAHARAJA DOWLUT RAO SCINDIA, to the ADDRESS of the PRESENT and FUTURE KAMDARS of SHUMSHABAD, PERGUNNAH BHILSA, dated 4th Zikad, 1224.

Whereas Thakoor Chattersal has presented himself before the Durbar and represented his case to the effect that the villages, as detailed below, belong to him:—

- |   |                   |
|---|-------------------|
| 1. Barkhera, and its adjoining village. | 7. Bilkheree.     |
| 2. Somaria.                             | 8. Pooriharhi.    |
| 3. Basaria.                             | 9. Bagli.         |
| 4. Agra.                                | 10. Dalla Pattee, |
| 5. Guria.                               | 11. Fatehpur.     |
| 6. Rampura.                             | 12. Beori.        |

That the aforesaid villages have been allowed to remain in his family since the period of the Moghul Emperors, that the villages are now ruined, that Barkhera and its dakhili village be given him on free-rent tenure, and that he will bring the other villages under cultivation, and that for the grant of these villages he will pay a tanka of Rs. 1,000 per annum to the Kamdar; after duly considering the case a sanad is given him from my Durbar.

Out of the above villages, Barkhera and its adjoining village are given him in Inam; for the remaining villages he is required to pay a tanka of Rupees 1,000 per annum.

(True translation.)

(Sd.) W. KINCAID, Colonel,  
Political Agent, Bhopal.



conclusion of the Treaty of Sarji Anjangaon; and Holkar, after making a series of inadmissible proposals for an alliance, seems then to have hastily determined unaided and alone to provoke hostilities with the British. In the war which followed Holkar was completely overthrown. He was pursued by Lord Lake across the Sutlej, whither he had retired in the hopes of forming a combination with the Sikhs against the British Government, and on 24th December 1805 he signed a treaty (No. LIII) on the banks of the Beas, by which he was stripped of a large portion of his territories. See also Appendix No. VII.

The accession of Lord Cornwallis marked a change in the policy of the British Government, and it was considered expedient to withdraw from the connection formed with some of the minor Rajas in the conquered provinces to the west of the Jumna. Sir George Barlow was guided by the same policy notwithstanding the remonstrances of Lord Lake, who not only considered that the British Government was pledged to respect its engagement with these Chiefs, but also that the alliance with them interposed a strong barrier against the future encroachments of the Marathas. In pursuance of his policy, however, Sir George Barlow caused a declaratory article to be added in February 1806 to the treaty of December 1805 relinquishing to Holkar the districts of Tonk, Rampura, and other districts forming the ancient possessions of the Holkar family, which at one time it had been the intention of Government to cede to Sindhia in lieu of the annual grant of four lakhs of rupees assigned under the Treaty of 1805 (No. VI, article 7) to that Chief. By article 4 of the treaty with Holkar the district of Kunch in Bundelkhand was assigned as a life-grant to Bhima Bai Sahiba, daughter of Jaswant Rao Holkar. This lady died in November 1858, and the district of Kunch then reverted to the British Government. A pension of Rs. 20,000 a year was assigned for life to her grandson, Govind Rao Bolia, for the support of the old retainers of the family; but as Govind Rao did not devote this money to the purpose for which it was intended, the grant was resumed and the retainers pensioned for life by the British Government.

Soon after the conclusion of the treaty of 1805 Jaswant Rao Holkar poisoned his nephew, Khande Rao, the son of Malhar Rao, and murdered Kashi Rao, and thus became in name, as well as in fact, the head of the house, but soon after became insane. He died in 1811 at Bhanpura, leaving a son, Malhar Rao, during whose minority the State was torn by the most violent dissensions. Tulsa Bai, the favourite concubine of the late ruler, secured herself in the regency. In entering on the Pindari war it

NO. XLIX.

TRANSLATION of a SANAD from DOWLAT RAO SCINDIA to the address of the present and future KAMDARS of SHAMSHABAD, dated 19th Zikad, 1224.

Whereas Thakur Chattersal has presented himself before the Durbar and represented that from Mouzahs Doongerwara, Jheeree, and Jamoni, of Shamshabad, he received an annuity of Rs. 25 from each of these villages, aggregating Rs. 75 per annum, that this annuity has not been paid regularly lately, and prayed that it may be paid punctually as before; after considering his claim this sanad is sent to you in view to the annuity of Rs. 75 being paid to the Thakur regularly.

(True translatio .)

(Sd.) W. KINCAID, *Colonel,*  
*Political Agent, Bhopal.*

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NO. L.

TRANSLATION of a SANAD from the MAHARAJA DOWLAT RAO SCINDIA, to the present and future KAMDARS of PERGUNNAHS OODEYPUR and BASODA, dated 19th Zikad, 1224.

Whereas Thakur Chattersal presented himself before the Durbar and represented that out of the above pergunnahs his ancestors always received a tanka of Rs. 444, that in the interim the mehal fell in ruin, and that in consequence the Kamdar reduced the tanka to Rs. 222, and that in 1218 the tanka was stopped; after considering his case the sanad is sent to you in view to the Thakur's tanka being restored to him.

(True translation.)

(Sd.) W. KINCAID, *Colonel,*  
*Political Agent, Bhopal.*

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NO. LI.

TRANSLATION of a PERWANA from JANKOJI RAO SCINDIA, to the address of the KAMAISDARS of BASODA and its dependencies, dated 12th JAMADI-UL-AKHIR.

Whereas Thakoor Chattersal having represented to the Durbar that Mouzas Agra Burkhera, etc., in all thirteen villages were given him on

## II.—INDORE RESIDENCY.

The affairs of the Indore State were under the immediate political supervision and control of the Agent to the Governor-General in Central India until September 1899, when a separate Resident was appointed to conduct political relations with the Maharaja Holkar. In November 1903 the outlying portions of the Indore State, with a few exceptions, were transferred from the control of the Political Agents in Bhopal, Bhopawar, and Malwa to the charge of the Resident at Indore.

The cantonment of Mhow, the railway lands, and the area known as the Indore Residency Bazars, to which the jurisdiction of the Governor-General in Council extends, are not in the Resident's charge.

### (1)—INDORE.

The Holkar family who rule at Indore are Sudras of the Dhangar or shepherd caste. The first of the Holkar family who rose to eminence was Malhar Rao, who was born about the end of the seventeenth century, and was one of the most distinguished leaders in the first Maratha invasion of northern India. He died in 1766 at the age of 72, and was succeeded by his grandson, Mali Rao, who died insane nine months after his accession. The pious Ahalya Bai, the mother of Mali Rao, then took the management of affairs, and appointed as the commander of her army Tukaji Holkar, who belonged to the same caste, but was in no way related to Malhar Rao. For many years he served Ahalya Bai with the most devoted fidelity. Ahalya Bai died in 1795, and was not long survived by Tukaji Rao, after whose death in 1797 the power of the house of Holkar was nearly extinguished by quarrels in the family and by the dissensions which distracted the Maratha confederacy at the close of the eighteenth century. Tukaji Rao left four sons.

The fortunes of the family, however, were restored by Jaswant Rao, an illegitimate son of Tukaji Holkar, who in 1802 defeated the united forces of Sindhia and the Peshwa near Poona. The conclusion of the treaty of Bassein, by which the subordination of the Peshwa to the British Government was firmly established, defeated Jaswant Rao's hopes of possessing himself of the person of the Peshwa. In the following year, 1803, when Sindhia and the Raja of Berar combined against the British, Holkar promised to join the confederacy. But on the actual outbreak of hostilities he kept aloof, and apparently intended to take advantage of the war to aggrandise himself at Sindhia's expense. His schemes were, however, rendered hopeless by the peace with Sindhia, which ensued upon the

received a ready welcome from the troops and people. The policy of non-interference prevented the Resident from giving active support to Martand Rao, although his installation had been acknowledged by the British Government. Serious disturbances followed. The wealthy merchants fled from Indore ; trade was suspended ; and the marauding Bhil tribes infested the roads and plundered many villages. As Hari Rao evidently had the popular voice on his side, and it was necessary to put a stop to the anarchy which prevailed, it was decided to support him, and he was eventually escorted into Indore by a detachment of the contingent under command of a British officer, and was formally installed on the 17th April 1834. Martand Rao was banished from the country and granted an allowance of Rs. 500 a month on condition of his resigning all claims to the succession.

The long imprisonment of Hari Rao had unfitted him for government. The management of affairs was left in the hands of his minister, Raja Bhao Phansia, whose oppressive and unpopular measures revived the hopes of Martand Rao's party. On the 8th September 1835 an attack was made on the palace for the purpose of assassinating the Maharaja and his minister. The attempt was unsuccessful, and resulted in the slaughter of the whole of the assailants.

At this juncture Hari Rao applied to the British Government for aid, but it was refused on the ground that the engagement to maintain the internal tranquillity of the country depended on the condition that the measures of its government were not directly or indirectly the cause of disturbance, and because the grant of assistance would require a continual interference in the internal affairs of the State, inconsistent alike with the position of Holkar and the policy of the British Government.

In 1841 the Maharaja adopted as his heir and successor Khande Rao, a boy of thirteen years of age, distantly related to the ruling family. Hari Rao died on 24th October 1843 at the age of forty-eight. Warned by the evils which resulted from the policy pursued on the accession of Martand Rao, the British Government took immediate measures to proclaim Khande Rao as the acknowledged successor to the gadi, and to make it known that no other claims would be recognised. Khande Rao died on 17th February 1844. He was never married, and there was no lineal heir to the State, and no person who had a legitimate right to adopt.

The nomination of a successor was therefore declared to rest exclusively with the British Government, and the Resident, Sir R. Hamilton, was instructed to make the selection in such a way as to show that it was manifestly the sole act of the British Government. The mother of Hari Rao

was the policy of the Marquess of Hastings to put a stop to the predatory system by a revival of the political alliances which had been abandoned in 1805. The weakness of Holkar, which formed an excuse for connivance at Pindari depredations, necessitated the intervention of the British to restore his government and to subdue his mutinous army. Proposals for an alliance were on the point of being offered when Tulsa Bai secretly expressed a desire to place the young Holkar and his government under the protection of the British power.

While negotiations were pending, however, information was received of the probable outbreak of hostilities with the Peshwa, and a hostile bearing was immediately assumed by Holkar's Darbar. It is probable that Tulsa Bai would have concluded the alliance with the British, but a sudden revolution was effected by the mutinous army, the regent was seized and barbarously murdered, and the Pathan Chiefs who headed the military faction, having pledged themselves to adopt the cause of Baji Rao, broke off the negotiations. Holkar's army sustained a complete defeat at Mahidpur on the 21st December 1817, and on the 6th January 1818 the treaty of Mandsaur (Mundisore) was concluded (No. LIV), by which the Maratha supremacy over many of the Rajput Chiefs, including Udaipur and Jaipur, was transferred to the British Government; the engagement between the British Government and Amir Khan was confirmed; four districts rented by Zalim Singh of Kota were ceded to him; Holkar lost all his possessions within, and to the south of, the Satpura hills; and his remaining territories came under the protection of the British Government. By article 6 of the treaty Holkar transferred the fort of Sendhwa to the British Government. But it was restored in 1856 in consideration of a payment of Rs. 16,000 for the construction of a bridge over the Gohi Nadi, and on the conditions that no alteration would be made in the existing customs duties on the Agra and Bombay road, and that the residents of Sendhwa were not allowed to suffer by the transfer of the fort to Holkar. In modification also of article 4 the Partabgarh tribute, which was fixed at Salim Shahi Rs. 72,700 by article III of the treaty of 1818 with that State, was assigned to the Maharaja Holkar, in consideration of the political influence he had lost; and the equivalent (Rs. 57,874-3-2) in British currency at the rate of exchange then obtaining is still paid by the Government of India to the Indore State, in spite of the subsequent depreciation in the value of the Salim Shahi coin in which payment is recovered from Partabgarh.

The anarchy and confusion which prevailed in Holkar's territories previous to the conclusion of the treaty of Mandsaur had completely ruined

British troops for the reduction of the fort of Barkhera, in which a body of insurgents had assembled and were committing various excesses in the neighbouring districts.

In 1826 an Agreement (No. LV) was made with Holkar, Dhar, Dewas, and other States in Malwa, securing to the British Government the exclusive right to purchase opium grown in Malwa, but, as the result of this arrangement was unsatisfactory, the monopoly was abandoned in 1829, and a transit duty was levied instead upon the opium in its passage through the British territories to the sea coast. The extent of poppy cultivation has greatly increased since the abandonment of the monopoly.

In the month of June 1829 the Begu Thakur, a feudatory of Udaipur, took possession of Holkar's district of Nandwas. The invader was expelled by a body of Holkar's troops, but the Thakur, about a year after the first aggression, again seized the same district, and was again driven off by Holkar's troops and the contingent. The Udaipur State was held responsible for the Thakur's aggression, and a demand of Rs. 24,000 in payment of the expenses incurred by Holkar in repelling the first attack was made upon the Maharana. This compensation was not paid until eight years had elapsed after the occurrences for which it was claimed. For the loss and expenses incurred by the second aggression of the Thakur no compensation was ever obtained to the dissatisfaction of the Indore Darbar.

Malhar Rao Holkar died in October 1833 at the age of twenty-eight. He left no issue, but his widow and his mother adopted a child, who was said to be of the same caste and lineage as Malhar Rao. The British Government made no objection to this adoption, but at the same time did not bind itself to support the arrangement if it should appear to be illegal or subversive of the rights of any other party, or contrary to the wishes of the majority of the Chiefs and followers of the Holkar State. It was acknowledged simply as the spontaneous and unopposed act of the government of Indore, in which the people seemingly acquiesced. The child, between three and four years of age, was publicly installed on the 17th January 1834 under the title of Martand Rao Holkar. The adoption of Martand Rao, however, proved to be a device of the mother of Malhar Rao Holkar for the purpose of keeping the power in her own hands during a long minority. It was not indeed acceptable to the people who were in favour of the succession of Hari Rao Holkar, of whom mention has been already made. Hari Rao had been thrown into prison by his cousin in 1819 for rebellion, and had ever since been kept in rigorous confinement. He was released on the night of the 2nd February 1834 by a powerful body of his partisans, and

Holkar, who was greatly respected by the people, and who had been associated with the Resident in the administration before Khande Rao's death, pleaded the claims of Martand Rao, but Government refused to select him, and intimated their intention of nominating the younger son of Bhao Holkar, if he should be found on enquiry to be the most eligible. The Resident thereupon declared in full Darbar the desire of the British Government to perpetuate the State of Holkar by the selection of a successor from amongst those eligible to such distinction; that the Mah Sahiba had pointed out the younger son of Bhao Holkar as a fit successor; and that the Governor-General, having a great respect for the Mah Sahiba, had determined to place him on the gadi. Three days thereafter, without waiting for instructions, the Resident installed the boy as Tukaji Rao II with all the formality of a hereditary Chief. For this serious departure from his instructions the Resident was severely censured and informed that by his proceedings an opportunity had been lost to Government of marking an important line of policy. In a letter, dated 9th November 1844, to the young Chief the Governor-General explained the conditions on which the State was conferred on him. This Letter (No. LVI) was declared to have the force of a sanad, and the Maharaja was required to present a nazar of 101 gold mohars on its delivery.

Martand Rao Holkar died without issue at Poona on the 2nd June 1849, and with his death ended the intrigues which from time to time endangered the peace of the country during the rule both of Hari Rao Holkar and his successor.

Tukaji Rao Holkar attained his majority in 1852, and was entrusted with the entire management of the affairs of the State.

During the mutiny of 1857 a portion of the Indore troops made an attack on the Residency, which obliged the officiating Agent to the Governor-General, Colonel Durand, to retire to Bhopal. The mutineers were also joined by the Malwa Contingent, a local corps stationed at Mahidpur, towards the maintenance of which Holkar paid an annual subvention of Rs. 1,11,214 in lieu of his obligation under article 11 of the treaty of Mandsaur. In recognition of his services during the mutiny Maharaja Tukaji Rao II received the thanks of the Government of India, and the expenditure of Rs. 3,06,992-8-3 incurred by him on the troops which had done duty for the rebel contingent was refunded. His Highness was further permitted to capitalise his contributions towards the contingent and the Malwa Bhil Corps. Accordingly, the State deposited Rs. 23,81,520 with the Government of India, the interest thereon at 5 per cent. being assigned as the payment for the future, "thereby relieving His Highness

in connection with the exchanges was not finally settled till 1881, when a Kharita (No. LXI) was sent to the Maharaja Holkar by the Government of India, intimating the conclusion of the negotiations and their approval of the arrangements that had been made. An account of these is given in the memorandum by Sir Henry Daly which was forwarded to the Maharaja with the kharita. The pargana of Barwaha in Nimar was included in the lands transferred to the Maharaja, on the condition that he abolished all transit duties on the trunk road between Indore and Khandwa. For certain iron works which had been established at Barwaha the Maharaja paid Rs. 50,000 in 1868.

By article 6 of the treaty of Mandsaur, which was concluded in 1818, Holkar had ceded to the British Government all his territories and claims of every description whatever within, and south of, the Satpura range of hills. But no exact demarcation of boundary was attempted till 1864, and its final settlement was only concluded in April 1873. In 1877, as an act of grace, and to commemorate the assumption by Her Majesty Queen Victoria of the title of Empress of India, it was determined to make over to the Maharaja Holkar a portion of this territory, comprising an area of 360 square miles on the Satpura frontier of the district of Khandesh.

In 1870-71 an exchange of territory was negotiated between the States of Indore and Jhabua, whereby Indore acquired the town and pargana of Pitlawad, and Jhabua, the town and pargana of Thandla. Simultaneously Indore's right to three-fourths of the sayer revenue at Pitlawad, Thandla, and other places in Jhabua territory was adjusted by assigning to Indore the sole sayer rights in the town and pargana of Pitlawad, and to Jhabua the sole sayer rights in Jhabua territory, Jhabua paying to Indore a compensation of Salim Shahi Rupees 7,172 a year based on the average receipts of the preceding ten years. The calculation included receipts from transit duties; and when that form of taxation was abolished in Jhabua territory in 1887, the yearly payment was correspondingly reduced by Rs. 5,893-4-2 to Rs. 1,278-11-10, at which it now stands.

In 1872 the Maharaja Holkar was required to relinquish the manufacture of arms in his own territory and their importation from abroad, on the ground that the accumulation of arms of precision and cannon in the Indore arsenals could not be justified for the purpose of internal safety or by the necessity of external defence.

In 1878 a Postal Convention (No. LXII) was made with Holkar to facilitate the interchange of correspondence between the Imperial post and the Indore State post.



that, in the event of the conduct of Jeswunt Rao Holkar being such as to satisfy the State of his amicable and peaceable intentions towards the British Government and its allies, it will at the expiration of eighteen months from the date of this Treaty restore to the family of Holkar the port of Chanderee and its districts, the pergunnahs of Ambar and Sengham, and the districts formerly belonging to the Holkar family, situated to the south of the Godavery.

#### ARTICLE 4.

Jeswunt Rao Holkar hereby renounces all claims to the district of Koonch in the province of Bundelcund and all claims of every description in that province; but in the event of the conduct of Jeswunt Rao Holkar being such as to satisfy the British Government of his amicable intentions towards that State and its allies, the Honourable Company agrees at the expiration of two years from the date of this Treaty to give the district of Koonch in jaghire to Beema Bai, the daughter of Jeswunt Rao Holkar, to be holden under the Company's Government on the same terms as that now enjoyed by Balla Bai.

#### ARTICLE 5.

Jeswunt Rao Holkar hereby renounces all claims of every description upon the British Government and its allies.

#### ARTICLE 6.

Jeswunt Rao Holkar hereby engages never to entertain in his service Europeans of any description, whether British subjects or others, without the consent of the British Government.

#### ARTICLE 7.

Jeswunt Rao Holkar hereby engages not to admit into his council or service Serjee Rao Ghautkea, as that individual has been proclaimed an enemy to the British Government.

#### ARTICLE 8.

Upon the foregoing conditions Jeswunt Rao Holkar shall be permitted to return to Hindustan without being molested by the British Government and the British Government will not interfere in any manner in the concerns of Jeswunt Rao Holkar. It is, however, stipulated that Jeswunt Rao Holkar shall immediately, upon the Treaty being signed and ratified, proceed towards Hindustan, by a route which leaves the towns of Puttecala, Kythul, Jhind, and the countries of the Honourable Company and the Rajah of Jeypore, on the left; and Jeswunt Rao Holkar engages on his route to make his troops abstain from plunder, and that they shall commit no act of hostility in any of the countries through which they may pass.

In 1892, in pursuance of an offer which the Government of India had accepted, the Maharaja formed an Imperial Service regiment of cavalry, which was subsequently converted, at the desire of the Government of India, into a transport train with a cavalry escort.

Between the years 1891 and 1895, railway communications in the State were extended by the construction of the Godhra-Ratlam and the Bhopal-Ujjain Railways, the Darbar providing land free of charge, and ceding full jurisdiction in respect of the sections of those lines in Indore territory.

Beyond this it is sufficient to say of Maharaja Shivaji Rao's tenure of power that his mal-administration became so serious that in 1899 a Resident was appointed to the direct political charge of the State in subordination to the Agent to the Governor-General, and the Maharaja was required to consult him in all important matters.

In January 1900 an Agreement (No. LXV) was entered into with the Maharaja for the effective control and discipline of the Imperial Service troops maintained by the State when serving beyond the frontier of the State.

In the same year the re-assessment of the land revenue of the State was undertaken.

In 1902, owing to the loss and inconvenience caused by the fluctuations in the exchange value of the existing Hali currency, the British rupee was adopted as the standard coin of the State; and, with the assistance of the Government of India, the conversion of the whole currency was carried out within a year to the extent of Rs. 3,59,67,000, which were recoined at the Bombay mint at the conversion rate of 100 British rupees for 118 Hali rupees.

In January 1903, Maharaja Shivaji Rao resigned the gadi in favour of his son, Tukaji Rao Holkar, who was born on the 26th November 1890. Though entirely dissociated from the administration, the ex-Chief retains the personal title of Maharaja and resides in the State, receiving an allowance from the revenues of the State of Rs. 4,00,000 a year.

During the minority of Maharaja Tukaji Rao Holkar III the State is administered by a council of regency under the supervision of the Resident. In this period, land has been made over on the usual terms, including a cession (No. LXVI) of full jurisdiction, for the construction of the Nagda-Muttra Railway through a portion of the State.

The State's treaty payments with the British Government are tabulated at pages 8 and 10 *supra*. The State also receives from other States the following sums annually:—

From the Narsingarh State a tribute of Salim Shahi Rupees 85,000;

## No. LIII.

## TREATY with JESWUNT RAO HOLKAR, with the DECLARATORY ARTICLE annexed—1805. TREATY of PEACE and AMITY between the BRITISH GOVERNMENT and JESWUNT RAO HOLKAR.

Whereas disagreement has arisen between the British Government and Jeswunt Rao Holkar, and it is now the desire of both parties to restore mutual harmony and concord, the following Articles of Agreement are therefore concluded between Lieutenant-Colonel John Malcolm on the part of the Honourable Company, and Sheikh Hubeeb Oolla and Balla Ram Seit on the part of Jeswunt Rao Holkar, the said Lieutenant-Colonel John Malcolm having especial authority for that purpose from the Right Honourable Lord Lake, Commander-in-Chief, &c., &c., His Lordship aforesaid being invested with full powers and authority from the Honourable Sir George Hilario Barlow, Governor-General, &c., &c., and the said Sheikh Hubeeb Oolla and Balla Ram Seit also duly invested with full powers on the part of Jeswunt Rao Holkar

## ARTICLE 1.

The British Government engages to abstain from the prosecution of hostilities against Jeswunt Rao Holkar and to consider him henceforward as the friend of the Honourable Company. Jeswunt Rao Holkar agreeing on his part to abstain from all measures and proceedings of a hostile nature against the British Government and its allies, and from all measures and proceedings in any manner directed to the injury of the British Government or its allies.

## ARTICLE 2.

Jeswunt Rao Holkar hereby renounces all right and title to the districts of Tonk, Rampoor, Boondee, Lekherree, Sameydee, Bhamungaum, Dase, and other places north of the Boondee hills, and now in the occupation of the British Government

## ARTICLE 3.

The Honourable Company hereby engages to have no concern with the ancient possessions of the Holkar family in Mewar, Malwa, and Harrowtee, or with any of the Rajahs situated to the south of the Chumbul; and the Honourable Company agrees to deliver over immediately to Jeswunt Rao Holkar such of the ancient possessions of the Holkar family in the Deccan, now in the occupation of the Honourable Company, as are situated south of the river Taptie, with the exception of the fort and pergunnah of Chanderee, the pergunnahs of Ambar and Sengham, and the villages and pergunnahs situated to the southward of the river Godavery, which will remain in possession of the Honourable Company. The Honourable Company, however, in consideration of the respectability of the Holkar family, further engages

## ARTICLE 9.

This Treaty, consisting of nine Articles being this day settled by Lieutenant-Colonel John Malcolm on the part of the Honourable Company, and by Sheik Hubeeb Oolla and Balla Ram Seit on the part of Jeswunt Rao Holkar, Lieutenant-Colonel John Malcolm has delivered one copy thereof, in Persian and English, signed and sealed by himself, and confirmed by the seal and signature of the Right Honourable Lord Lake, to the said Sheik Hubeeb Oolla and Balla Ram Seit, who, on their part, have delivered to Lieutenant-Colonel John Malcolm a counterpart of the same, signed and sealed by themselves, and engage to deliver another copy thereof, duly ratified by Jeswunt Rao Holkar, to the Right Honourable Lord Lake, in the space of three days, the said Lieutenant-Colonel John Malcolm also engaging to deliver to them a counterpart of the same, duly ratified by the Honourable the Governor-General in Council, within the space of one month from this date.

*Done in Camp, at Rajpore Ghaut, on the Banks of the Beas river, this 24th day of December, A.D. 1805, corresponding with the 2nd of Shawul, in the year of the Hegira, 1220.*

(Sd.) JOHN MALCOLM.

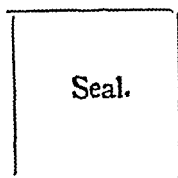
„ SHEIK HUBEEB OOLLA.

„ BALLA RAM SEIT.

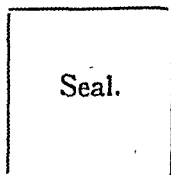
DECLARATORY ARTICLE annexed to the TREATY of PEACE and AMITY concluded between the BRITISH GOVERNMENT and MAHARAJAH JESWUNT RAO HOLKAR, through the agency of the RIGHT HONOURABLE LORD LAKE, on the 24th December 1805.

Whereas by the second Article of the abovementioned Treaty Maharaja Jeswunt Rao Holkar renounces all right and title to the districts of Tonk, Rampoor, Boondie, Lekherree, Sameydee, Bhaumungaum, Dase, and other places north of the Boondie hills; and now in the occupation of the British Government; and whereas it has been understood that the Maharaja attaches great value to the district of Tonk, Rampoor, and other districts in that vicinity, which constituted the ancient possessions of the Holkar family, and the relations of amity and peace being now happily restored between the British Government and Maharaja Jeswunt Rao Holkar, the British Government is desirous of gratifying the wishes of the Maharaja to the utmost practicable extent consistent with considerations of equity, and of manifesting its solicitude to cultivate the friendship and good-will of the Maharaja; therefore the British Government hereby agrees to consider the provisions of the second Article of the Treaty aforesaid to be void and of no effect, and to relinquish all claim to the districts of Tonk, Rampoor, and such other

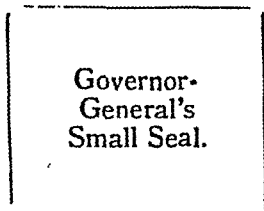
*Done at Mundessoor this sixth day of January, A.D. one thousand eight hundred and eighteen, on the twenty-ninth day of Suffer, in the year of the Hejira 1233.*



(Sd.) JOHN MALCOLM, *Br. Genl.,*  
*P. A., Govr.-Genl.*



(Sd.) VITUL PUNT TANTIAH JOG.



(Sd.) HASTINGS.

Ratified by His Excellency the Governor-General, in camp at Oochar, this 16th day of January 1818.

(Sd.) J. ADAM,  
*Secretary to the Governor-General.*

## No. LV.

SUBSTANCE of an ENGAGEMENT in Persian between the BRITISH GOVERNMENT and MAHARAJAH HOLKAR'S GOVERNMENT regarding Opium,—dated 18th February 1826.

### ARTICLE I.

The British Government engages to take annually from Maharajah Holkar's Government 5,000 Surat maunds of pure opium in cakes, each maund consisting of four punseerees and each punseeree weighing 401 Oujein Halee Rupees, or 391 new or 407 old Furrackabad Kuldar Rupees; and to pay for the same at the rate of 30 Furrackabad Kuldar or Oujein Halee Rupees. If a higher price than this should be given for purchases from others, the Maharajah's Government shall be entitled to a similar price. The said quantity of opium to be delivered and weighed in all November at the Honourable Com-

at all times extend the same protection to the territories of Maharajah Mulhar Raw Holkar as to its own.

#### ARTICLE 2.

Maharajah Mulhar Raw Holkar agrees to confirm the engagement which has been made by the British Government with the Nawab Ameer Khan, and to renounce all claims whatever to the territories guaranteed in the said engagement by the British Government to the Nawab Ameer Khan and his heirs.

#### ARTICLE 3.

The pergunnahs of Patchpahar, Dag, Gungrar, Aoor, and others rented by Rajah Zalim Sing, of Kotah, to be ceded in perpetuity to that Chief by the Maharajah Mulhar Raw Holkar, who renounces all claims whatever on these pergunnahs.

#### ARTICLE 4.

Maharajah Mulhar Raw Holkar agrees to cede to the British Government all claims of tribute and revenues of every description which he has or may have had upon the Rajpoot princes, such as the Rajahs of Oudepore, Jey-pore, Jaudpore, Kotah, Bhoondie, Karawlie, &c.

#### ARTICLE 5.

Mulhar Raw Holkar renounces all right and title to any of his territories such as Rampoorah, Busunt, Rajepoorah, Balloch, Neemsraee, Indeghur, Bhoondie, Lakhearrie, Sanmendah, Bamangaum, Dacee, and other places within or north of the Bhoondie hills.

#### ARTICLE 6.

Maharajah Mulhar Raw Holkar cedes to the British Government all his territories and claims of every description whatever within and south of the Suntpoorah range of hills, including the fort of Sundwah with a glacis of 2,000 yards, also all his possessions in the province of Candesh and those districts, such as Amber, Ellorah, and others, intermixed with the territories of the Nizam and Paishwah.

#### ARTICLE 7.

In consideration of the cessions made by this Treaty, the British Government binds itself to support a field force to maintain the internal tranquillity of the territories of Mulhar Raw Holkar and to defend them from foreign enemies; this force shall be of such strength as shall be judged adequate to the object. It shall be stationed where the British Government determines to be best, and the Maharajah Mulhar Raw Holkar agrees to grant some place of security as a depôt for its stores.

## ARTICLE 14.

In order to maintain and improve the relations of amity and peace hereby established, it is agreed that an accredited Minister from the British Government shall reside with the Maharajah Mulhar Raw Holkar, and that the latter shall be at liberty to send a Vakeel to the Most Noble the Governor-General.

## ARTICLE 15.

All the cessions made by this Treaty to the British Government or its allies shall take effect from the date of this Treaty, and the Maharajah relinquishes all claims to arrears from these cessions. The possessions lately conquered by the British Government shall be restored to the Maharajah.

The parwannahs for the mutual delivery of these cessions shall be issued without delay, and the forts ceded shall be given up with their military stores and in all respects in their present condition.

## ARTICLE 16.

The English Government engages that it will never permit the Paishwah (Sree Munt) nor any of his Heirs and Descendants to claim or exercise any Sovereign rights or power whatever over the Maharajah Mulhar Raw Holkar, his heirs and descendants.

## ARTICLE 17.

This Treaty consisting of seventeen Articles, has been this day settled by Brigadier-General Sir John Malcolm, acting under the direction of His Excellency Lieutenant-General Sir Thomas Hislop, Baronet, on the part of the Honourable Company, and by Tantiah Jog, on the part of Mulhar Raw Holkar; Sir John Malcolm has delivered one copy thereof in English and Persian signed and sealed by himself, to the said Tantiah Jog to be forwarded to Maharajah Mulhar Raw Holkar, and has received from the said Tantiah Jog a counterpart of the said Treaty signed and sealed by him.

Sir John Malcolm engages that a copy of the said Treaty, ratified by the Most Noble the Governor-General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Tantiah Jog to be forwarded to the Maharajah, within the period of one month, and on the delivery of such copy to the Maharajah, the Treaty executed by Sir John Malcolm, under the immediate direction of His Excellency Sir Thomas Hislop, Baronet, shall be returned; and Tantiah Jog in like manner engages that another copy of the said Treaty, ratified by the Maharajah Mulhar Raw Holkar, in every respect the counterpart of the Treaty now executed by himself, shall be delivered to Sir John Malcolm, to be forwarded to the Most Noble the Governor-General, within the space of two days from this date, and on the delivery of such copy to the Most Noble the Governor-General, the Treaty executed by Tantiah Jog, by virtue of the full powers and authority vested in him as abovementioned, shall also be returned.

(23,81,520) twenty-three lakhs eighty-one thousand five hundred and twenty shall be paid within the period of ten years by two instalments as herein mentioned, *viz.* :—

	Rs.
On 5th December . . . . .	1,19,076
On 5th April . . . . .	1,19,076
	<hr/>
Making an aggregate, payable each year, of . . . . .	2,38,152
	<hr/>

(Company's Rupees two lakhs thirty-eight thousand one hundred and fifty-two) for a period of ten years ; and

That the interest accruing on the above sum of Rupees 23,81,520, agreed to be calculated at the fixed rate of 5 per cent. per annum, shall be assigned to the British Government from 1st May 1865 on account of the said contributions towards the Mehidpur Contingent and the Malwa Bheel Corps.

And whereas with reference to the above agreement the following stipulations have been made between the two Governments, *viz.* :—

*1st.*—That Government Promissory Notes to the value of the Company's Rupees 23,81,520, bearing interest at 5 per cent. per annum shall be purchased in the name of His Highness Maharaja Holkar, and the amount of interest accruing thereon be assigned to the British Government in lieu of the (present) payments for the Mehidpur Contingent and the Malwa Bheel Corps.

*2nd.*—That the British Government shall guarantee interest at 5 per cent. per annum to be paid in perpetuity and for ever on the said sum of Rupees 23,81,520.

*3rd.*—That the amount of interest accruing on the said sum of Rupees 23,81,520 at 5 per cent. per annum shall be assigned to the British Government in lieu of the payments for the Mehidpur Contingent and the Malwa Bheel Corps, this arrangement relieving His Highness Holkar from all demands on account of the said Mehidpur Contingent and the Malwa Bheel Corps, as well as from all pecuniary demands, present or future, and from service with troops.

The above engagement having been entered into between the British and Holkar Governments, it is hereby agreed and recorded that, as the said agreement will stand good for ever between the two Governments payments will be made into the British Treasury within the period of ten years of the aggregate sum of Rupees 23,81,520 (twenty-three lakhs eighty-one thousand five hundred and twenty) commencing from 1865, by fixed annual instalments of Rupees (2,38,152) two lakhs thirty-eight thousand one hundred and fifty-two, and that the Holkar Government will consider itself relieved from the said year 1865 from demands of any description, present or future, on the said account.



pāny's godowns at Indore or Mahidpore as may be desired by the Company's Opium Agent. Whatever quantities the Opium Agent or his deputies may object to as adulterated, damp, or otherwise faulty, shall not be taken, but pure and prime opium such as the Agent is in the practice of purchasing from the merchants of Malwa shall be taken.

#### ARTICLE 2.

The British Government will pay the Maharajah's Government for the opium as above stipulated in three equal instalments—the first on the 1st January, the second on the 1st of March, and the third as soon as the opium has been delivered and weighed.

#### ARTICLE 3.

The Maharajah's Government engages to confine the cultivation of poppy in his territories within an extent calculated to yield a quantity not exceeding in any year 6,000 Surat maunds of dry opium. Of this produce 5,000 maunds are to be delivered to the British Government, and the remainder to be appropriated by the Maharajah's Government for necessary purposes.

#### ARTICLE 4.

If a diminution should take place in the cultivation of poppy within the Maharajah's territories, or the crops be damaged by inclemency of weather, and the Maharajah's Government finds itself in consequence unable to complete the stipulated quantity of 5,000 maunds from the produce of its own territories, and the same should be made clearly manifest to the Company's Opium Agent, in such case, and provided the Opium Agent should be able to make purchases in the Malwa markets at Rupees 30 per punseeree, the Maharajah's Government will complete the stipulated quantity by purchases in the markets. But if the Opium Agent should be unable to purchase in the markets at that price, then the Maharajah's Government will not be required to make up the deficiency, notwithstanding which the British Government will gratuitously, in consideration of the intimate union subsisting between the two governments, make up to the Maharajah's Government the difference to the full price of 5,000 maunds at Rupees 30 the punseerec as stated in the 1st Article.

#### ARTICLE 5.

The Maharajah's Government engages to prevent to the best of its power the exportation of opium from his territories not having the sanction of the British authorities, and to confine the sale of opium for internal consumption in his territories to venders under its license. Any quantities passing in or out that may be stopped of their own motion by the officers and agents of the Maharajah's Government shall be delivered over to the Company's Opium Agent, and the Maharajah's Government shall receive two-thirds of the value of the same rated at Rupees 30 per punseeree, or less in property to its quality if of inferior quality. The British authorities moreover shall be at liberty to cause to be stopped and to appropriate any opium herem prohibited which



Having an earnest desire to promote the interests of the Chiefs and people of the State, and to preserve the honour and prosperity of the principality, the British Government determined on this occasion to make such an arrangement as would conduce to the accomplishment of these ends and would at the same time, it was believed, be agreeable to the feelings of the remaining members of the family of the late Hurree Rao Holkar and of the Chiefs and nobles of the principality.

Actuated by these motives, I was induced to direct the British Resident at Indore to nominate Your Highness to the occupation of the vacant guddee.

I have every confidence that Your Highness will, to the utmost of your endeavour, administer the duties of the government in which you have been thus installed in a manner befitting your high station, and with a becoming impression of the importance of the interests which will on your coming of age be entrusted to your care.

It is the intention of the British Government in thus bestowing on Your Highness the principality of the Holkar State, that the Chiefship should descend to the heirs male of Your Highness' body lawfully begotten, in due succession, from generation to generation.

Until the period of Your Highness coming of age the affairs of the government will be administered in your behalf, as at present, by a competent Regency acting under the general superintendence, and in all matters of importance the instructions of the British Resident, who will make arrangements for the education of Your Highness during your minority in a manner suitable to Your Highness' future high destinies.

All existing engagements with other Chiefs and States made by the Chiefs of Holkar and in force at the time of the death of the late Maharaja will continue binding on Your Highness and on Your Highness' Government.

*Fort William, the 9th November 1844.*

NO. LVII.

*(On the face of this paper is impressed the Public Seal of His Highness Maharaja Tookajee Holkar.)*

TRANSLATION of an ENGAGEMENT between HIS HIGHNESS HOLKAR and the BRITISH GOVERNMENT,—7TH JULY 1865.

Whereas the Government of the Holkar Durbar has to pay annually to the British Treasury the sum of Company's Rupees (1,19,076) one lakh nineteen thousand and seventy-six on account of the Mehidpur Contingent and the Malwa Bheel Corps, viz. :—

On account of the Mehidpur Contingent . . . . .	Rs. 1,11,214
„ „ Malwa Bheel Corps . . . . .	7,862

And whereas with reference to the above it has now been agreed between the two Governments that from 1st May 1865 a sum of Company's Rupees



## No. LVIII.

ADOPTION SUNNUD granted to HIS HIGHNESS MAHARAJAH  
DHEERAJ RAO RAJESSUR SEWAEE TOOKAJEE RAO  
HOLKAR BAHADOOR, KNIGHT of the MOST EXALTED  
ORDER of the STAR OF INDIA, Indore,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance already communicated to you in my Kharita of 5th January 1860, that on failure of heirs of your body, the adoption by yourself and future rulers of your State of a successor according to former usage will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

*The 11th March 1862.*

(Sd.) CANNING.

## No. LIX.

MEMORANDUM of terms agreed upon between the BRITISH  
GOVERNMENT and MAHARAJA HOLKAR,—1864.

*Concessions made by Holkar.*

*Concessions made by British Government.*

1. Holkar cedes free of any charge all lands required, specially for the Railway, its work, and stations, provided that no lands within Railway limits are taken up by any traders or rent-payers for the purpose of building shops and carrying on trade to the injury of the interests of the Darbar by withholding the payments of taxes by such parties on the ground of their residing within those limits. And provided also that all buildings, such as godowns, dharmshalas, &c., erected outside the Railway limits shall be regarded as under Darbar jurisdiction.

1. The British Government agree to give up to Holkar all Darbar offenders who having taken refuge within Railway limits may be found within such limits; but if such persons shall have passed on and escaped into British territory, their surrender must depend on the circumstances of the case, and the pleasure of the British Government.

## No. LXI.

TO HIS HIGHNESS MAHARAJ ADHIRAJ RAJ RAJESHWAR  
SAWAI TOOKAJEE RAO HOLKAR, BAHADUR, G.C.S.I.  
C.I.E., INDORE.

MY HONORED AND VALUED FRIEND,

The Agent to the Governor-General in Central India has at length been able to report to me the conclusion of the negotiations for the exchange of territory which have been so long pending between Your Highness and the Government of India.

I have now the pleasure to inform Your Highness that I approve and confirm the transfer to the possession of Your Highness of the 231 villages in Taluka Nimawar, and the 176 villages in the district of Nimar, of which the names, revenues, and other particulars are given in schedules A and B of the memorandum by Lieutenant-General Sir H. Daly enclosed in this letter.

That memorandum correctly summarizes the results of the negotiations, and I feel assured that Your Highness will not fail to perceive, in the constant desire to meet Your Highness' wishes which has been evinced by my predecessors throughout the course of the negotiations, evidence of that friendly spirit which I am confident will ever characterize the relations of the British Government with Your Highness' loyal and distinguished family.

I beg to express the high consideration I entertain for Your Highness, and to subscribe myself

Your Highness' sincere friend,  
(Sd.) RIPON,

*Dated SIMLA,  
The 25th May 1881.*

*Viceroy and Governor-General of India.*

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MEMORANDUM of TERRITORIAL EXCHANGES effected between  
the GOVERNMENT of INDIA and HIS HIGHNESS MAHARAJA  
HOLKAR, G.C.S.I., from 1861 to 1880.

Whereas the Government of India deemed it advisable to obtain from His Highness Maharaja Holkar, by exchange of territory, the proprietary rights held by His Highness in certain lands in the Deccan, negotiations to effect an exchange of territory were commenced in 1861 by Sir Richmond Shakespear, Agent to the Governor General for Central India:

## No. LVIII.

ADOPTION SUNNUD granted to HIS HIGHNESS MAHARAJAH  
DHEERAJ RAO RAJESSUR SEWAE TOOKAJEE RAO  
HOLKAR BAHADOOR, KNIGHT of the MOST EXALTED  
ORDER of the STAR OF INDIA, Indore,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance already communicated to you in my Kharita of 5th January 1860, that on failure of heirs of your body, the adoption by yourself and future rulers of your State of a successor according to former usage will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

*The 11th March 1862.*

(Sd.) CANNING.

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MEMORANDUM of terms agreed upon between the BRITISH  
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*Concessions made by Holkar.*

*Concessions made by British Government.*

1. Holkar cedes free of any charge all lands required, specially for the Railway, its work, and stations, provided that no lands within Railway limits are taken up by any traders or rent-payers for the purpose of building shops and carrying on trade to the injury of the interests of the Darbar by withholding the payments of taxes by such parties on the ground of their residing within those limits. And provided also that all buildings, such as godowns, dharmshalas, &c., erected outside the Railway limits shall be regarded as under Darbar jurisdiction.

1. The British Government agree to give up to Holkar all Darbar offenders who having taken refuge within Railway limits may be found within such limits; but if such persons shall have passed on and escaped into British territory, their surrender must depend on the circumstances of the case, and the pleasure of the British Government.

6. The Government of India guarantees to Holkar, his heirs and successors, interest on the above at the rate of  $4\frac{1}{2}$  per cent. per annum payable half-yearly at Indore, with effect from date of loan payments in Bombay.

7. The Government of India further undertakes to pay to Holkar, his heirs and successors, a sum equal to half the net profits (in excess of  $4\frac{1}{2}$  per cent. on the capital) on one million sterling, or any smaller sum, should the Railway cost less, from the earnings of the line between Indore and the Great Indian Peninsula Railway, for which a separate capital account and revenue account will be kept.

8. Should the line cost less than one million sterling, *i.e.*, less than the amount of Holkar's loan, the balance to be kept by the Government of India for investment on the above terms ( $4\frac{1}{2}$  per cent. guaranteed interest, with half net profit in excess) in any extension which may be made from Indore profits.

9. In the event of the line costing more than one million sterling (a crore of rupees), Maharajah Holkar is to have the option (at his own request) of supplying such balance on the same terms as the million, provided that this balance shall be paid into the Bombay Treasury on or before 6th of June 1877.

10. Maharajah Holkar undertakes to accept as correct the accounts which are rendered to and approved by the Government of India.

11. Maharajah Holkar undertakes to give all reasonable assistance to the Engineers employed on the Railway in respect to labour, materials, etc., the Railway authorities paying for the same.

INDORE PALACE;  
*The 28th April 1870.* }

(Sd.) TOOKAJEE HOLKAR.

(Sd.) H. D. DALY, *Major-Genl.,*  
*Offg. Agent to the Govr.-Genl.,*  
*Central India.*

This agreement was approved and confirmed by His Excellency the Viceroy and Governor-General in Council at Simla, on 25th May 1870. His Excellency in Council also agreed that the payment of  $4\frac{1}{2}$  per cent. guaranteed interest will be made without deduction for income tax.

By Order of His  
Excellency the Viceroy and Governor-  
General in Council.

FOREIGN DEPARTMENT,  
SIMLA;  
*The 10th August 1870.* }

(Sd.) C. U. AITCHISON,  
*Offg. Secy. to the Govt. of India*  
*in the Foreign Department.*



## SCHEDULE A.

*List of Talukas transferred to His Highness Maharaja Holkar in exchange in 1861.*

Number.	Names of villages.	Government jumma.	Names of malgoorzars.	Supposed nikasee.	Supposed area.	REMARKS.
	<i>List of villages, khalsa and maafee, in Pergunnah Nimawar, Taluka Nimawar.</i>	<i>Rs.</i>		<i>Rs. a. p.</i>	<i>Acres R. P.</i>	
1	Jamnair . . .	280	Nana Goojur . . .	477 0 0	421 0 0	
2	Boorara . . .	744	Raojee Mesgham . . .	1,066 0 0	860 0 0	
3	Reejaon . . .	550	Tantoram . . .	947 10 0	1,057 0 0	
4	Beejapoor . . .	356	Assaram . . .	583 4 0	474 3 0	
5	Deepgaon . . .	599	Narain Rao Bapoo . . .	1,092 12 0	1,094 0 0	
6	Mewasa and its Dakhili Mewasi.	395	Kishore . . .	625 0 0	683 1 0	
7	Goonas and its Dakhili Sonegaon.	839	Dyaram . . .	1,422 1 0	1,302 2 0	
8	Cheechlee and its Dakhili Daint.	431	Kosabae . . .	790 12 0	986 0 0	
9	Toorpal . . .	173	Sudaseo . . .	317 6 0	407 0 0	
10	Bijawara and its Dakhili Bajinia.	129	Futtehporee . . .	270 0 0	630 3 0	
11	Mundlaisir . . .	60	Jeera . . .	138 0 0	372 0 0	
12	Nimunpoor . . .	138	Appa Pundit . . .	301 0 0	507 2 0	
13	Sowaree . . .	100	Doylutpooree . . .	217 4 0	641 0 0	
14	Sonekherree . . .	170	Chinta . . .	347 0 0	450 2 0	
15	Deoli and its Dakhili Kora Kankree.	445	Kaloo . . .	476 4 0	855 0 0	
16	Belka . . .	250	Juggurnath Thakorsee.	465 4 0	559 2 0	
17	Pisoria and its Dakhili Tikwara.	1,246	Luchmur . . .	1,400 0 0	2,776 3 0	

2. The lands in which His Highness ceded proprietary rights were—
- 9 villages of Taluka Chandore.
  - 6 villages in Poona Collectorate.
  - 3 villages in Ahmednagar Collectorate.
  - 3 jaghire villages in Ahmednagar Collectorate.
  - 1 jaghire village in Khandesh Collectorate.
  - 1 jaghire village in Sholapur Collectorate.
  - 5 jaghire villages in the Bulandshahar District of the North-Western Provinces.

3. The lands given in exchange in full sovereignty by the Government of India were—

231 villages in Taluka Nimawar, of which were—

Khalsa villages	.	.	.	.	.	.	134
Quit-rent „	.	.	.	.	.	.	55
Rent-free „	.	.	.	.	.	.	42

176 villages in the District of Nimar, of which—

- 113 were villages in pergunnah Barwai.
- 32 were villages in Pergunnah Dhargaon.
- 30 were villages in Pergunnah Kasrawad.
- 1 Mandlesur.

4. Schedule A attached gives the names of all the villages noted above, together with the revenue as fixed by agreement for each.

5. Schedule B gives the gross and net revenue as finally fixed and agreed to by the contracting parties of the lands given and taken in exchange, as well as the Hugs, cash payments, etc., debitable to each.

6. The following is the detail of the negotiation step by step :—

The Satwas-Nimawar Pergannah was transferred to His Highness Maharaja Holkar on 23rd June 1861. No equivalent in land or cash was received until 31st July 1865 on which (date) the Chandore estate was taken over from Maharaja Holkar.

The Nimar Pergannahs were transferred to the Maharaja on 23rd October 1867, and the Bulandshahar jaghire taken over from His Highness on 27th October 1867.

The Poona\* villages were not taken over till the 30th November and 1st, 2nd, and 3rd December 1868, and the Ahmednagar\* villages till 29th January and 6th June 1868.

The jaghire villages in the Deccan were taken over in February 1867, January and April 1868, and March and September 1872.

7. The concessions made to the Maharaja in the course of the Satwas-Chandore exchange were as follows :—

I.—In exchange for the proprietary right in nine villages in the Deccan His Highness received 231 villages in Satwas-Nimawar in perpetuity.

<i>Maafee villages in Taluka Nimawar.</i>			Thakoor Sing.	Hutley	1,982	8	0	2,110	0	0	Rupees 11 annually as Government share of the cultivated land. An offer of Rupees 150 has been made for the village, it has not yet been accepted.
1	Pipulia	.	...								
2	Sawasurra	.	...	Ditto	118	14	0	1,107	2	0	
3	Gooraria	.	...	Mookoond Rao Ramchund.	446	12	0	849	2	0	
4	Malagaon	.	...	Chooneelal Bhut	624	8	0	880	0	0	To be held rent-free till next settlement. Order, 18th August 1856. Ditto ditto.
	TOTAL	.	...	TOTAL	3,172	10	0				To be held rent-free till next settlement. Order, 13th October 1856. Investigation incomplete.
<i>List of khalsa and maafee villages in Taluka Sutwas, Pergunnah Nimawar.</i>											
1	Sutwas	.	101	Bishnath Narain	242	8	0	1,273	1	0	
2	Utwas and its two Dakhili villages, Usgundpoora and Hurjeepoora.	.	825	Fuzoolool Kadir	1,281	13	0	1,405	3	0	
3	Gurree.	.	196	Bishnath Narain	392	8	0	1,148	0	0	
4	Kherakhera	.	27	Daloo	48	0	0	226	2	0	
5	Dabree and its Dakhili Dabree Khoord.	.	399	Bishnath Narain	614	1	0	752	1	0	
6	Khyroda	.	60	Fuzoolool Kadir	95	4	0	634	0	0	
7	Chutrapoora	.	120	Hureelall	249	0	0	701	0	0	
8	Bunjaree	.	230	Kaloo	379	0	0	446	2	0	
9	Bamnee and its two Dakhili villages, Bamni Khoord and Dhoongarpoora.	.	719	Asaram	1,045	0	0	1,095	1	0	
10	Kotreekulum Kheree and two Dakhili villages, Bhelda and Bheldee.	.	917	Bishnath Narain	1,384	4	0	1,521	3	0	

not give up for some time after he received possession of the Nimar Pergannahs. Moreover, the Nimar Pergannahs were handed over to Maharaja Holkar under a light assessment at the expiry of the settlement, and the re-assessment since made has given the Indore Darbar three or four times the revenue which the Government of India received from the districts, and three or four times the value of Holkar's hereditary lands and huqs in the Deccan.

9. As shown in Schedule B, the annual amount due by the Indore Darbar on account of excess of land made over is Rupees 5,285-6-4.\* This sum will be deducted annually from the sum of Rupees 30,000† paid by the Government of India on account of Kesorai Patan, *vide* page 338, Volume III,

\* Government.

† Halee.

‡ Talbot's.

Revised ‡ Edition of Aitchison's Treaties and Sunnuds.

(Sd.) H. D. DALY.

*Agent to the Governor-General for Central India.*

SIMLA.

The 25th September 1880. }

10	Malagron	TOTAL	...	Moj Bnary.	18 12 0	400 0 0
			...	TOTAL	2,596 14 0	
<i>Villages in Taluka Sutwas that have been summarily assessed; the rents carried to Profit and Loss Account.</i>						
1	Musooria	.	14	Fuzoolool Kadir	26 0 0	231 0 0
2	Ketheree and its Dakhili Garagaon.	.	4	Rungoo Bapooji	...	563 0 0
3	Kooagaon	.	18	Asram	28 0 0	246 2 0
4	Semlee	.	20	Ditto	53 12 0	170 0 0
5	Baem Jugwara	.	5	Anund Rao Bishnath	12 0 0	983 2 0
6	Beejwarra	.	4	Ditto	...	800 0 0
7	Berakhal	.	4	Ditto	...	800 0 0
8	Bhat Burree	.	4	Ditto	...	900 0 0
9	Golepoora	.	4	Ditto	...	1,001 0 0
10	Peepulia	.	5	Nana Sha Nundram	3 8 0	384 0 0
11	Kotra	.	2	Ditto	...	201 0 0
12	Kittee	.	2	Ditto	...	260 0 0
13	Khirodee	.	2	Baboo Rao	...	...
14	Joonvane	.	2	Ahmed Ali Shah	...	665 0 0
15	Golagothung	.	2	Ditto	...	651 0 0
16	Sendraanee and its Dakhili Sendraanee Khoord.	.	2	Pandoorung Narain.	...	550 0 0
17	Kharee.	.	2	Ditto	...	300 0 0
18	Burknung	.	5	Ditto	...	692 0 0
19	Oondel.	.	6	Eshwunt Rao	...	800 0 0
20	Tipras	.	2	Dewa Jat	...	585 3 0
21	Khupras	.	2	Ditto	...	544 2 0
22	Jhilnia	.	2	Ditto	...	300 0 0
23	Nimasa and its Dakhili villages, Joogtia and Muwa-seeheree.	.	30	Eshwunt Rao	...	3,000 0 0
24	Rundia alias Futtehgarh	.	2	Khooshial	1 0 0	202 0 0
25	Doonguria alias Bijkooa	.	6	Ramkishun	...	500 0 0
26	Binasa	.	4	Sewaram Samajee	...	...

## List of Talukas transferred to His Highness Maharaja Holkar in exchange in 1861—continued.

Number.	Names of villages.	Govern- ment juma.	Names of malgoozars.	Supposed nikasee.	Supposed area.	REMARKS.
	<i>List of villages, khalsa and mafee, in Pergunnah Nimar, Taluka, Nimawar— contd.</i>	<i>Rs.</i>		<i>Rs. a. p.</i>	<i>Acres R. P.</i>	
18	Behree . . . . .	426	Eohwurlall . . . . .	787 0 0	1,065 0 0	
19	Jeeagaon and five Dakhili villages—1, Silphore; 2, Kheree; 3, Khosria Kheree; 4, Runkhera; 5, Koonjara Kheree.	575	Simbhajee . . . . .	1,083 8 0	2,177 0 0	
20	Bhokia . . . . .	174	Bhopa . . . . .	293 8 0	454 2 0	
21	Goojurgaon and its Dakhili Golegaon.	854	Toolaram . . . . .	1,423 10 0	1,303 3 0	
22	Sundulpoor and its three Dakhili villages—1, Kura; 2, Joree; 3, Bhobras.	1,900	Deschund Seth . . . . .	3,195 3 0	4,312 3 0	
23	Ghooraghat . . . . .	2	Luchmun . . . . .	...	...	Pays annual rent, but has not yet obtained posses- sion of village.
24	Akolia . . . . .	4	Kishun Rao Nursing	...	...	Ditto ditto.
25	Rampoora . . . . .	4	Ditto	...	...	Ditto ditto.
26	Chandguri . . . . .	4	Ditto	...	...	Ditto ditto.
27	Khapra . . . . .	4	Ditto	...	...	Ditto ditto.
28	Khardu and its Dakhili Bap- chee.	1,358	Chooramun Eethoo . . . . .	2,027 0 0	2,244 3 0	
29	Koolaree . . . . .	1,568	Ramchund Bapoo . . . . .	2,325 12 0	1,896 3 0	
30	Beejulgaoon . . . . .	425	Madho Rao . . . . .	738 7 0	972 2 0	
31	Nimawar . . . . .	...	Ditto	...	...	
	TOTAL	14,203	TOTAL	22,810 9 0	...	This village has not been rented to any one. Half the village belongs to Holkar. Hitherto the Amil of Kunode has sent

			900	Asaram . . .		1,463	13	3	2,512	2	0	
4	Tooria and its two Dakhili villages, Seetee and Narelia.											
5	Koosmania . . .		140	Moolchund . . .		242	0	0	472	3	0	
6	Deosurialia . . .		126	Khoobchund . . .		175	0	0	456	0	0	
7	Kotra and its Dakhili Nimbhera.		264	Fuzoolool Kadir . . .		382	8	0	529	3	0	
8	Chandee . . .		54	Paireylal . . .		139	8	0	299	1	0	
9	Dabree . . .		60	Bhuggoo Gond . . .		158	0	0	447	2	0	
10	Sursoodia and its Dakhili Soorane.		107	Kishnaje Pandoorung.		155	12	0	684	1	0	
11	Somegaon . . .		155	Nathouram . . .		223	12	0	528	0	0	
12	Bheldee . . .		159	Luchmun . . .		276	0	0	868	0	0	
13	Rehtee . . .		146	Chinna . . .		340	4	0	583	0	0	
14	Doolee Junjalkherree . . .		358	Fuzoolool Kadir . . .		591	0	0	880	0	0	
15	Lelee . . .		110	Ditto . . .		118	0	0	541	0	0	
16	Dihuria and its two Dakhili villages, Moorla Khara and Ghooree.		259	Dhokul . . .		457	8	0	566	2	0	
17	Pailee . . .		20	Heera Korkoo . . .		124	12	0	251	2	0	
18	Sehurgona . . .		225	Deochund . . .		438	8	0	783	1	0	
19	Kiloda . . .		147	Hurnath . . .		288	0	0	668	2	0	
20	Amoda . . .		80	Laloo . . .		210	0	0	383	0	0	
21	Sonekherree and its Dakhili Amkherree.		298	Sheorab Khan . . .		540	0	0	1,007	2	0	
22	Neewasa . . .		43	Sookha Patel . . .		97	12	0	228	0	0	
23	Dhuwane . . .		66	Nathooram . . .		223	0	0	290	0	0	
24	Miola . . .		79	Sheolal . . .		138	8	0	340	0	0	
25	Piplanee . . .		50	Sukharan . . .		162	12	0	390	0	0	
26	Bangunda . . .		71	Chinta . . .		98	0	0	283	0	0	
27	Kolaree . . .		80	Chutterbhooj . . .		165	12	0	444	2	0	
28	Chindwana and its Dakhili Ghooraghat.		565	Mohun Sing . . .		881	12	0	1,878	0	0	
29	Nadone . . .		20	Fuzoolool Kadir . . .		103	0	0	308	0	0	
30	Suralia-rewateer . . .		15	Raja Nirbhey Sing . . .		20	0	0	230	0	0	
31	Joonapanee . . .		25	Soorutram . . .		49	0	0	153	0	0	
32	Oomaria . . .		4	Raja Nirbhey Sing . . .		85	0	0	389	0	0	
33	Tambarol . . .		2	Sukharan . . .		...			...			Pays rent, but has not yet obtained possession.
34	Maljeepura . . .		5	Ditto and Narain Rao.		...			...			Ditto ditto.

List of Talukas transferred to His Highness Maharaja Holkar in exchange in 1861—continued.

Number.	Names of villages.	Govern- ment juma.	Names of malgoozars.	Supposed nikasee.	Supposed area.  Acres R. P.	REMARKS.
<i>List of khalsa and mafee Villages in Taluka Sutwas, Pergunnah Nimawar—contd.</i>						
11	Dangra Khera . . . . .	Rs. 286	Hindoo Patel . . . . .	532 6 0	661 0 0	
12	Nagjhiree . . . . .	255	Fuzoolool Kadir . . . . .	346 6 0	480 2 0	
13	Gooria . . . . .	297	Oomeda . . . . .	690 8 0	480 0 0	
14	Balia and its Dakhili Doodhee . . . . .	170	Fuzoolool Kadir . . . . .	260 0 0	622 0 0	
15	Poora . . . . .	100	Kishna . . . . .	227 8 0	632 2 0	
16	Borekheree . . . . .	16	Fusoolool Kadir . . . . .	68 8 0	405 2 0	
17	Sikunderkheree . . . . .	20	Nihal Sing . . . . .	25 0 0	345 0 0	
18	Bhundaria . . . . .	3	Daloo . . . . .	..	300 0 0	
	TOTAL . . . . .	4,741	TOTAL . . . . .	7,911 10 0		
<i>Mafee villages in Taluka Sutwas.</i>						
1	Mohae Sonekheree . . . . .	...	Pandoorung Narain . . . . .	619 4 0	1,486 0 0	On the 13th October 1856 it was ordered that these villages should continue rent-free till the next settlement.
2	Burodia . . . . .	...	Ditto . . . . .	140 0 0	434 3 0	
3	Cheechlee . . . . .	...	Mukoond Rao Ram- chund. . . . .	364 8 0	430 0 0	
4	Pangree, Papra Jhree . . . . .	...	Ditto ditto . . . . .	785 6 0	924 2 0	Rent-free in perpetuity. 19th November 1858. Investigation incomplete. Rent free. Order dated 27th February 1856.
5	Pokhur . . . . .	...	Ditto ditto . . . . .	...	300 0 0	
6	Bhamur . . . . .	...	Jhinsing . . . . .	...	505 0 0	
7	Bapcha . . . . .	...	Bithul Ramchand . . . . .	490 0 0	388 1 0	
8	Burree . . . . .	...	Chooneclal Bhut . . . . .	81 0 0	425 0 0	
9	Semlee . . . . .	...	Mussamut Moonia Pundwin. . . . .	98 0 0	566 0 0	





## List of Talukas transferred to His Highness Maharaja Holkar in exchange in 1861—continued.

Number.	Names of villages.	Goverment jumma.	Names of malgozars.	Supposed nikaset.	Supposed area.	REMARKS.
	<i>Villages in Taluka Sutwas that have been summarily assessed; the rents carried to Profit and Loss Account—(continued).</i>	Rs.		R. A. P.	Acres R. P.	
27	Dhalee . . . . .	4	Sewaram Samajee .	...	...	
28	Goakal . . . . .	4	Ditto	...	...	
29	Kharia . . . . .			22 0 0	1,105 0 0	
30	Namunpoor . . . . .			41 8 0	818 2 0	
31	Soorlae . . . . .			8 0 0	529 0 0	
32	Kaneree . . . . .			...	551 0 0	
33	Nimlae . . . . .			...	475 0 0	
34	Dhurumpooree . . . . .			...	801 0 0	
35	Dhasar . . . . .			...	725 0 0	
36	Buglanee . . . . .			...	401 0 0	
37	Seewung . . . . .			...	700 0 0	
38	Pokhur Kalan . . . . .			...	2,000 0 0	
39	Samurdee . . . . .			...	550 0 0	
40	Mugardee . . . . .			...	400 0 0	
41	Rohnia . . . . .			...	255 0 0	
42	Hurjia . . . . .			...	391 0 0	
	TOTAL . . . . .	192	TOTAL	195 12 0		
	<i>List of khalsa and masafee Villages in Taluka Rajore, Pergunnah Nimasar.</i>					
1	Duhoodpoora and its Dakhili Umbara.	105	Fuzoolool Kadir .	232 14 0	504 3 0	
2	Jagta and its Dakhili Chota Theoria.	375	Luchmun . . . . .	678 0 0	1,340 3 0	
3	Seea . . . . .	50	Jugga . . . . .	127 0 0	297 2 0	

List of Talukas transferred to His Highness Maharaja Holkar in exchange in 1861—continued.

Number.	Names of villages.	Govern- ment jumma.	Names of malgoorzars.	Supposed mkasce.	Supposed area.	REMARKS.
		Rs.		R. A. P.	Acres R. P.	
	<i>Villages in Taluka Sutwas that have been summarily assessed; the rents carried to Profit and Loss Account—(continued).</i>					
27	Dhalee . . . . .	4	Sewaram Samajee .	...	...	
28	Goakal . . . . .	4	Ditto	...	...	
29	Kharia . . . . .			22 0 0	1,105 0 0	
30	Namunpoor . . . . .			41 8 0	818 2 0	
31	Soorlae . . . . .			8 0 0	529 0 0	
32	Kaneree . . . . .			...	551 0 0	
33	Nimlae . . . . .			...	475 0 0	
34	Dhurumpooree . . . . .			...	801 0 0	
35	Dhasar . . . . .	29	Anund Rao Bishnath	...	725 0 0	
36	Buglanee . . . . .		rented the entire	...	401 0 0	
37	Seewung . . . . .		Tuppa containing	...	700 0 0	
38	Pokhur Kalan . . . . .		fourteen villages.	...	2,000 0 0	
39	Samurdee . . . . .			...	550 0 0	
40	Mugardee . . . . .			...	400 0 0	
41	Rohnia . . . . .			...	255 0 0	
42	Hurjia . . . . .			...	391 0 0	
	TOTAL	192	TOTAL	195 12 0		
	<i>List of khalsa and maafee Villages in Taluka Rajore, Pergunnah Nimwar.</i>					
1	Duhoodpoora and its Dakhili Umbara.	105	Fuzoolcol Kadir	232 14 0	504 3 0	
2	Jagta and its Dakhili Chota Thooria.	375	Luchmun	678 0 0	1,340 3 0	
3	Seea . . . . .	50	Jugga . . . . .	127 0 0	297 2 0	

## List of Talukas transferred to His Highness Maharaja Holkar in exchange in 1861—(continued).

Number.	Names of villages.	Govern- ment juma.	Names of malgoozars.	Supposed nikasee.	Supposed area.	REMARKS.
	<i>List of khalsa and maafee Villages in Taluka Rajore, Pergunnah Nimawar—concl'd.</i>	Rs.		Rs. a. p.	Acres R. P.	
35	Mehkali . . . . .	4	Raja Nirbhey Sing	41 0 0	378 2 0	
36	Bhanjakheree . . . . .	25	Ditto . . . . .	92 0 0	186 0 0	
	TOTAL . . . . .	5,192	TOTAL . . . . .	9,519 11 3		
	<i>Maafee Villages in Taluka Rajore.</i>					
1	Malsugoda . . . . .	...	Raja Nirbhey Sing	477 2 0	1,644 2 0	Half of this village is said to have been given rent-free by Holkar. Present incumbent's right to it is questioned.
2	Sooktras . . . . .	...	Ditto . . . . .	468 0 0	1,126 0 0	
3	Rajore . . . . .	...	Ditto . . . . .	123 4 0	816 2 0	
4	Ujnas . . . . .	...	Ramchund Pan- doorung.	710 0 0	1,322 2 0	Are no longer maafee but obaree villages. Anundrao Bishnath pays Rs. 150 annually for them.
5	Ugurda . . . . .	...	Sudanund Swami	43 4 0	356 0 0	
6	Bhuttasa . . . . .	...	Ditto . . . . .	258 0 0	485 2 0	
7	Khothmee . . . . .	...	Bapoo Bhut . . . . .	204 2 0	408 0 0	Investigation incomplete.
8	Pipulkota . . . . .	...	Pandoorung Narain	333 0 0	753 2 0	
	TOTAL . . . . .	...	TOTAL . . . . .	2,616 12 0		
	<i>Villages in Taluka Rajore that have been similarly assessed; the rent carried to Profit and Loss Account.</i>					

## List of Talukas transferred to His Highness Maharaja Holkar in exchange in 1861—(concluded).

Number.	Names of villages.	Govern- ment juma.	Names of malgoorzars.	Supposed nikasee.	Supposed area.	REMARKS.
		Rs.		Rs. a. p.	Acres R. P.	
<i>List of khalsa and maafee Villages in Taluka Hirungaon pergunnah Nimawar—concl.</i>						
11	Gunora	3,473	The entire taluka is held by Anund Rao Bishnath.	940 4 0	1,160 0 0	
12	Amla and its Dhakhilis Koonungaon and Bhimtal.			1,213 4 0	1,801 3 0	
13	Sagonia and its Dhakhili Chikulput.			224 12 0	498 0 0	
14	Onkaria			60 14 0	373 3 0	
15	Dain			...	575 2 0	
16	Khatanow	...		...	636 0 0	
17	Khonee			...	400 0 0	
18	Aralukur			...	290 0 0	
	TOTAL	3,473	TOTAL	6,034 7 0		
<i>Maafee Villages in Taluk Hirungaon.</i>						
1	Lingapanee	...	Mokund Rao Ramchand.	88 8 0	562 2 0	On the 18th August 1856 it was ordered that this village should continue rent-free till next settlement.
2	Ruttonpoor	...	Sirdar Sing Khooshial Sing.	260 7 0	3,387 2 0	ditto 28th May 1856.
3	Kukurdee	...	ditto	123 0 0	254 0 0	
	TOTAL	...	TOTAL	471 15 0		

*Lands transferred by Maharaja Holkar.*

Number of villages.	Estate.	ASSETS.		Date of transfer.	REMARKS.
		Gross.	Net.		
9	Chandore Hams, hags, etc. Cash payments	Ri. a. p. 28,016 12 0 .....	Ri. a. p. 23,104 12 9 6,515 2 11 3,595 0 3	31st July 1865	Taken over from the beginning of the revenue year 1865-66.
	Total	28,016 12 0	33,214 15 11		
6	Poona villages	21,944 10 11	17,797 9 0	1 on 30th November 1856 3 on 1st December 1868. 1 on 2nd December 1868. 1 on 3rd December 1868. 1 on 29th January 1868 2 on 6th June 1868.	Taken over from the beginning of the revenue year 1865-69. Ditto ditto. Ditto ditto. Rs. 249-2-11 received in 1867-68. Taken over from the beginning of 1866-67. Taken over from the beginning of 1868-69. Ditto ditto. Ditto ditto. Taken over from the commencement of 1867-68.
3	Ahmednagar villages	21,928 6 7	10,887 2 3		
1	Oswad	855 14 0	495 0 10		
1	Balam Takli	1,538 6 0	639 4 9	February 1867	
1	Jalgaon	1,073 15 9	619 11 9	April 1868	
1	Sarola	2,747 1 9	573 8 4	March 1872	
1	Bahoolce	1,583 5 3	1,050 0 0	September 1872	
5	Balandashahr Jaghirc	6,575 4 0	3,450 0 0	27th October 1867	
DECCAN—					
Cash allowances and perquisites.					
Land		.....	1,164 15 0		
Cash		.....	1,375 11 4		
Total of Wabgaon Estate, etc.		58,247 0 3	38,072 15 3		Taken over from the commencement of 1868-69.
Grand Total of Chandore and Wabgaon Balance due by Maharaja to the British Government annually.		86,263 12 3	71,287 15 2 5,285 6 4		
GRAND TOTAL		86,263 12 3	76,573 5 6		

SIMLA:

(Sd.)

H. D. DALY, *Lieut.-General,*

*Agent, Governor-General, Central India.*

*The 25th September 1880.*

No.	Name of villages.	Jumma of 1863-64.
<i>Pergunnah Burwai—concl'd.</i> Rs. a. p.		
95	Nursingpoora . . . .	38 1 6
96	Looharpoora Mundree . .	19 9 6
97	Hanwerutra . . . .	19 9 6
98	Kemapoora . . . .	30 9 6
99	Khereebat . . . .	49 1 3
100	Lawndee . . . .	61 10 0
101	Gogal Taloo . . . .	22 11 9
102	Lalpoor . . . .	23 8 9
103	Bostimpoora . . . .	31 6 0
104	Jugiut Kheree . . . .	35 4 6
105	Palasia Yethwai . . . .	46 11 9
106	Zigree . . . .	31 6 0
107	Jumnia . . . .	16 7 3
108	Bhilkheree . . . .	16 7 3
109	Dhampura . . . .	32 14 6
110	Itwa . . . .	15 11 0
111	Jeymalpoora . . . .	144 13 3
112	Sultanpoora . . . .	31 1 3
113	Charia Bawar . . . .	1 15 6
TOTAL .		11,032 3 6
<i>Dhurgaon Pergunnah.</i> Rs. a. p.		
1	Dhurgaon . . . .	1,924 0 0
2	Lallpoora . . . .	344 0 0
3	Mogawa . . . .	435 0 0
4	Khimbhia . . . .	253 0 0
5	Moreepoora . . . .	224 0 0
6	Haisgaon . . . .	304 0 0
7	Teekria . . . .	65 0 0
8	Cheera Khan . . . .	242 0 0
9	Kootargaon . . . .	234 0 0
10	Garee . . . .	81 0 0
11	Borda . . . .	37 0 0
12	Ramdar . . . .	69 0 0
13	Rampoora . . . .	31 0 0
14	Lallgaon . . . .	732 0 0
15	Gogawan . . . .	671 0 0
16	Khargaan . . . .	917 0 0
17	Kirada . . . .	390 0 0
18	Jamniah . . . .	198 0 0
19	Karandia . . . .	292 0 0
20	Nascok heree . . . .	250 0 0
21	Bhasora . . . .	122 0 0
22	Bahegaon . . . .	597 0 0
23	Murdona . . . .	96 0 0
24	Pathrar . . . .	247 0 0
25	Burvia . . . .	246 0 0
26	Langar . . . .	268 0 0
		TOTAL .
		18,680 0 0

No.	Name of villages.	Jumma of 1863-64.
<i>Dhurgaon Pergunnah—contd.</i> Rs. a. p.		
27	Pathraia Buzurg . . . .	166 0 0
28	Mohamedpoora . . . .	131 0 0
29	Khoree . . . .	193 0 0
30	Pandiaghat . . . .	58 0 0
31	Sooltanpoora . . . .	75 0 0
32	Seetamow . . . .	98 0 0
TOTAL .		9,990 0 0
<i>Kusrawud Pergunnah.</i> Rs. a. p.		
1	Kakria . . . .	377 0 0
2	Katkud . . . .	385 0 0
3	Satkut . . . .	494 0 0
4	Makur Kher . . . .	1,243 0 0
5	Kathora . . . .	693 0 0
6	Bamangaon . . . .	989 0 0
7	Mirzapoor . . . .	258 0 0
8	Ramgaon . . . .	284 0 0
9	Bothan . . . .	491 0 0
10	Chichlai . . . .	290 0 0
11	Dogawan . . . .	2,033 0 0
12	Walgaon . . . .	672 0 0
13	Dhalkhera . . . .	139 0 0
14	Rahmispoor . . . .	214 0 0
15	Moobarkabad . . . .	194 0 0
16	Saita . . . .	834 0 0
17	Multhan . . . .	419 0 0
18	Heerapoor . . . .	208 0 0
19	Shobabad . . . .	411 0 0
20	Nathinpoora . . . .	97 0 0
21	Ekalgharia . . . .	129 0 0
22	Dongurgaon . . . .	352 0 0
23	Jalanpoor . . . .	68 0 0
24	Mogaikum . . . .	1,150 0 0
25	Mojampur . . . .	138 0 6
26	Bhilgaon . . . .	927 0 0
27	Balsamud . . . .	1,813 0 0
28	Kusrawud . . . .	1,602 0 0
29	Raseedpoor . . . .	652 0 0
30	Borgaon . . . .	1,124 0 0
TOTAL .		18,680 0 0
<i>Mundlaisir</i> . . . . 1,502 0 0		

the postage due to the Imperial Post on behalf of Foreign Offices or (in the case of overland parcels) to the Custom House.

#### ARTICLE 5.

On correspondence made over under head (a) of the preceding Article whether with or without claim, the Indore State Post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Maharaja Holkar, but on correspondence made over under head (b) no local postage shall be levied.

#### ARTICLE 6.

Correspondence received by the Imperial Post from the Indore State Post, or *vice versa*, which may be undeliverable shall be returned, and on correspondence so returned to the Imperial Post the Indore State Post shall have the right to reclaim any Postage previously claimed from it under Article 4.

#### ARTICLE 7.

Detailed regulations for carrying out this arrangement in respect to the particular offices to be designated for the exchange of correspondence on which Imperial Postage is due, the forms to be used in exchanging correspondence, the preparation and settlement of accounts, and other matters of detail, shall be drawn out by the controlling authorities of the Imperial Post and the Indore State Post in direct communication with each other, and the detailed regulations so drawn out shall be subject to such modification as may from time to time be mutually agreed to by the said authorities.

#### ARTICLE 8.

This arrangement shall be executed by the Darbar of His Highness the Maharaja Holkar and the Agent to the Governor-General for Central India and shall be brought into operation from the date of such execution.

#### ARTICLE 9.

This arrangement shall continue in force for one year after the date on which one of the two contracting parties shall have announced to the other an intention to terminate it.

Signed by His Highness the Maharaja Holkar this the 27th day of January one thousand eight hundred and seventy-eight.

(Sd.) TOOKOJEE HOLKAR.

Signed by the Agent to the Governor-General for Central India this the 27th day of January one thousand eight hundred and seventy-eight.

(Sd.) H. D. DALY.

LYTTON.



Central India—Indore Residency—Indore—No. LXI.

Deduct—  
1. Decrease value of eight quit-rents, lowered from full to quit-rent.

[illegible]

## No. LXII.

ARRANGEMENT for the EXCHANGE of CORRESPONDENCE between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICES in the TERRITORIES of HIS HIGHNESS the MAHARAJA HOLKAR.

## ARTICLE 1.

There shall be mutual exchange of correspondence between the Imperial Post Office of British India, hereinafter termed the "Imperial Post," and the Post Offices in the territories of His Highness the Maharaja Holkar, hereinafter termed the "Indore State Post."

The term "correspondence" shall include all classes of articles which may be forwarded by post under the rules for the time being of the Imperial Post.

## ARTICLE 2.

On correspondence originating in the Indore State Post, and destined for delivery through the Imperial Post, the Indore State Post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Maharaja Holkar. But all such postage shall be collected by payment in advance, and the correspondence shall be made over to the Imperial Post without any claim whatsoever.

## ARTICLE 3.

Correspondence so made over shall be treated by the Imperial Post in the same way as if it had been posted originally in an Imperial Post Office, no account being taken of any Indore State postage already paid thereon whether in cash or by means of postage labels of the Indore State Post.

## ARTICLE 4.

Correspondence which may be made over by the Imperial Post to the Indore State Post shall be made over without claim when no Imperial Postage is due, and with claim when Imperial Postage is due.

In the latter case the claim shall be—

(a) on correspondence originating in offices of the Imperial Post termed "Inland correspondence" one-half of the amount of Imperial Postage due ;

(b) on correspondence originating in Foreign Offices termed "Foreign correspondence," the whole amount of the Imperial Postage due, the term "Imperial Postage" including in this case

Troops when employed on active service either within or without British India the provisions *mutatis mutandis* of the Indian Articles of War for the time being in force the due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the officer commanding the District, Contingent or Force aforesaid.

(Sd.) SHIVAJEE RAO HOLKAR.

Approved and confirmed by the Government of India.

By order,

(Sd.) H. S. BARNES,

*Secretary to the Government of India,*

*Foreign Department.*

SIMLA;

*The 7th May 1901.*

# NO. LXVI.

I, Rai Nanak Chand, C.I.E., Minister of the Indore State on behalf of the Indore Durbar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Nagda-Muttra Railway (including all lands occupied for stations, for outbuildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

Seal.

(Sd.) NANAK CHAND.

Seal.

Dated Indore;

*The 30th day of September 1905.*

Ratified by His Excellency the Viceroy and Governor-General of India, at Simla on the twenty-second day of April one thousand eight hundred and seventy-eight.

(Sd.) A. C. LYALL,  
*Secretary to the Government of India,*  
*Foreign Department.*

No. LXIII.

AGREEMENT between the BRITISH GOVERNMENT on the one part and HIS HIGHNESS the MAHARAJAH TOOKAJEE RAO HOLKAR, G.C.S.I. and his heirs and successors on the other part,—1881.

Whereas it has been considered desirable that the levy of transit duty on salt passing through the Indore territory shall cease, it is hereby agreed between the Government of India and His Highness the Maharaja of Indore as under:—

1. His Highness the Maharaja of Indore undertakes to abolish all transit duties, of whatever description, on all salt passing through the Indore State.

2. The British Government, in consideration of the loss which the abolition of the above duties will entail on His Highness, agrees to deliver to the Indore Government at Indore annually forty-five thousand maunds of Baragara salt, at the rate of Rupees 2 and annas 12 per maund, each maund weighing 82 $\frac{2}{7}$  lbs.

This Agreement shall have effect from the eighteenth day of November one thousand eight hundred and eighty-one, being the date on which the duties in question were abolished.

Dated at Indore this 9th day of December 1881 corresponding with the 4th day of Pusbudi Sumvut 1938.

(Sd.) TOOKOJI RAO HOLKAR.

(Sd.) LEPEL GRIFFIN,

*Agent to the Governor-General for Central India.*

(Sd.) RIPON,

*Viceroy and Governor-General of India.*

Seal.

This Agreement was ratified by the Governor-General of India in Council at Calcutta on the twenty-first day of February, A.D. 1882.

(Sd.) C. GRANT,  
*Secretary to the Government of India,*

## No. LXV.

AGREEMENT between the GOVERNOR GENERAL of INDIA and HIS HIGHNESS MAHARAJA ADHIRAJ RAJ RAJESHWAR SAWAI SIR SHIVAJI RAO HOLKAR, G.C.S.I., RULER OF INDORE, regarding the IMPERIAL SERVICE TROOPS of the INDORE STATE.

Whereas His Highness Maharaja Adhiraj Raj Rajeshwar Sawai Sir Shivaji Rao Holkar Bahadur, G.C.S.I., maintains a force of Imperial Service Troops for the purpose of co-operating if need be in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Indore State when associated with Troops of the British Army should be under the orders of the Officer Commanding the combined forces and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British Officer should be appointed to command any Corps of Imperial Service Troops though British Officers are employed in order to instruct and inspect the said troops.

It is hereby agreed between the Governor General of India of the one part and His Highness Maharaja Adhiraj Raj Rajeshwar Sawai Sir Shivaji Rao Holkar Bahadur, G.C.S.I., of the other as follows, namely—

1. Whenever the said troops or any portion thereof, are moved beyond the frontier of the said State they shall be attached to the Command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops so serving the military laws and regulations to which they are subject under the laws of the said State and for that purpose and for the due preservation of discipline among the same to convene all such Courts and to issue all such orders and to pass all such judgments and sentences and generally to exercise all such authority as may be lawfully convened issued passed and exercised by the authorities of the Indore State when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British Territory shall be carried out under the orders of His Highness Maharaja Adhiraj Raj Rajeshwar Sawai Sir Shivaji Rao Holkar Bahadur, G.C.S.I., or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops and the maintenance of discipline among them when serving along with Her Majesty's Forces the said His Highness Maharaja Adhiraj Raj Rajeshwar Sawai Sir Shivaji Rao Holkar Bahadur, G.C.S.I., has embodied in the disciplinary law of his State applicable to the said Imperial Service

The Thakur receives the tankha from Sindhia through the Political Agent in Malwa; that from Holkar direct.

Sahib Singh, the Thakur with whom the settlement was mediated, died in 1866, and was succeeded by his son, Moti Singh, the present holder, who was born in 1858. The family are a branch of Kalukhera, and are Khichi Rajputs. The Thakur holds the village of Sheogarth on an ordinary ijara lease, which was last renewed by the Indore Darbar in 1905. The area of this holding is 17 square miles; the population, by the census of 1901, about 300; and the revenue Rs. 4,000. The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

7. BILAUDA.\*

The Thakur of Bilanda receives the following tankhas:—

[illegible]

The tankha from Sindhia is paid through the Political Agent in Malwa, and that from Holkar direct. The Thakur also holds on unguaranteed quit-rent tenure the village of Bilianda under Holkar, for which he pays British Rupees 399-2-5 annually. Sawant Singh was the Thakur with whom the settlement was mediated. Samrath Singh, the present Thakur, succeeded in 1878. He was born in 1873. The family are Khichi Rajputs of the Raghugarth branch of Kalukhera.

The area of Bilanda is about 1 square mile ; population, by the census of 1901, about 250 ; and revenue about Rs. 4,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediated Chiefships.

\* Malcolim's "Malwa," Nos. 37 and 40 of Schedule No. II.  
† The amount given by Malcolim is Rs. 1,000.  
‡ Now converted into British Rupees 705-8.

† The amount given by Malcolm is Rs. 1,000. Now converted into British Rupees 705-8.

Now converted into British Rupees 705-8.

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(11).—MEDIATIZED CHIEFS IN THE INDORE RESIDENCY.

These are seven in number. Four, namely Bai, Men, Dhaora Ganjara, and Kayatha have been transferred from the Indore Agency, and Naulana, Sheogarh, and Bilauda from the Malwa Agency. The guaranteed tankhas from Gwalior of the last three Thakurs continue to be paid through the Political Agent in Malwa.

## 1. BAI.\*

According to a settlement made by Sir John Malcolm in 1819, Parbat Singh and Raghunath Singh, Zamindars of Bai, were to maintain the security of the Simrol pass, and to receive the taxes on merchandise, etc., passing through it, which were levied in Ahalya Bai's time. The arrangement is recorded, along with other questions outside the settlement, in a Document (No. XLVII) issued to the Zamindars by the Indore Darbar in 1226 A. H. In 1858 the Darbar, without reference to the Central India Agency, commuted the arrangement for a money payment of Hali Rupees 748, representing the average receipts of the previous ten years, from which were deducted Hali Rupees 325, representing the cost of the collection and of maintaining a guard on the pass, and including a subscription of Rupees 61 for religious purposes. The net payment is thus Hali Rupees 423=British Rupees 358-7-7 a year, and continues, although the levy of transit dues on the Indore-Khandwa road was abolished in 1876.

The Zamindar holds from the Darbar, without guarantee, the village of Gazida, and 25 bighas of land in the village of Bai.

The present Zamindar is Jaswant Singh, who succeeded his father, Manrup Singh, in 1894. Jaswant Singh was born in 1890.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 2. MEN.†

The settlement of the Teza Tarwi's claim was effected by Sir John Malcolm on the 25th January 1819. The Holkar State agreed to entertain in its service seven of the Tarwi's adherents and to give him two villages on rent, subject after the seventh year to a payment of one rupee per bigha, on condition that the Tarwi made no further collections on passengers and goods between Mhow and Jam, and was responsible for the prevention of robberies.

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\*Malcolm's "Malwa," No. 24 of Schedule No. III.

†Malcolm's "Malwa," No. 26 of Schedule No. III.

## 5. NAULANA.\*

The Thakur of Naulana receives the following tankhas :—

	Rs.
From Sindhia (No. CLXXX) . . . . .	1,570
„ Holkar †(No. LXX) . . . . .	1,650 (Hali)‡
Total . . . . .	<u>3,220</u>

Apart from the guaranteed he holds in jagir the village of Naulana from Holkar, and he owns a jagir of 36 bighas in the village of Satar, and enjoys certain rights by long usage in other villages of the Depalpur pargana.

Hate Singh, the Thakur with whom the settlement was mediated, was succeeded by his younger brother, Padam ; and the latter by his son, Raj Singh. Raj Singh died in 1873, when the succession of his son, Bhagoti Singh, to the guaranteed rights of the Naulana Estate was sanctioned. Bhagoti Singh died in August 1884, and was succeeded by his son, Prithi Singh, who was born in 1878.

The Thakur of Naulana is a Khichi Rajput, and belongs to a branch of the Raghugarh family.

The area of Naulana is about 2 square miles ; the population, by the census of 1901, about 400 ; and the revenue about Rs. 5,300 a year ;

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 6. SHEOGARH.§

The Sheogarh Thakur receives the following tankhas :—

	Rs.
From Sindhia (No. CLXXX) . . . . .	3,200
„ Holkar   (No. LXXI) . . . . .	623 (Hali)¶
Total . . . . .	<u>3,823</u>

\*Malcolm's "Malwa," Nos. 24 and 47 of Schedule No. II.

†The amount given by Malcolm is only Rs. 1,600.

‡Now converted into British Rupees 1,398-5-3.

§Malcolm's "Malwa," Nos. 25 and 38 of Schedule No. II.

|| The amount given by Malcolm is Rs. 800.

¶ Now converted into British Rupees 527-15-6.



## No. LXVII.

TRANSLATION of a DEED of SETTLEMENT executed by MULHAR RAO HOLKAR SOUBADAR through RUGHOO GUNGADHUR, KAMAISDAR of PERGUNNAH INDORE, to RUGHOONATH SING, son of TEKCHUND, and KISREE SING, son of BEJOY SING, ZEMINDARS of PERGUNNAH BAE, TALOOKA MUDHARNEE,—1226 A.H.

The above pergunnah was desolated and is now being improved by the Circar. An enquiry respecting the zemindaree of the pergunnah was made, but no papers have been found. Agreeably, however, to what you verbally stated the following settlement is made :—

1. The following duties used formerly to be levied on travellers on account of zemindar and chowkies.

Exclusive of duties on travellers; sayer duties were levied from tradesmen at the rate of two annas on every loaded bullock, sheep, camel, &c.

Sayer duty of one anna and not more was levied on every company of travellers or traders at the following five chowkies, *viz.*—

- |                |                   |
|----------------|-------------------|
| 1. Nachumbore. | 3. Arveh Khal.    |
| 2. Bhoyroba.   | 4. Chorur Nuddee. |
| 5. Amlee.      |                   |

According to the above scale, duties at the rate of three annas may be levied on tradesmen on account of zemindar and chowkey; and duties at the rate of one anna may be taken on every company of travellers; a duty also of one anna and a half may be levied on every animal carrying the baggage of the traders; but nothing more than the above should be collected. All duties must be levied according to the rate settled by the mediation of General Sir John Malcolm. You shall make good the loss which any man may sustain in any place from Sumrore village ghaut to the borders of Gooaloo at the time of his coming or returning. You shall always be in attendance and serve the Circar heartily and carefully.

2. The village which you state to have been from of old in your possession in zemindaree tenure, and the lands which you claim to hold for the purpose of cultivation are as follows :—

You have said that you hold the village of Gazeeda and 25 beegahs of land situated in cusba Bae; you may now improve the said village and cultivate the lands, and from the income thereof you may support your family and children: but after the institution of an enquiry such settlement in respect thereof shall be made as may be deemed proper :—

3. The following is the settlement made :—

One-fourth of the sum fixed to be paid to the Circar shall be given to the zemindar. If you settle aheerees or graziers and others in the village, you will

The two branches are now virtually separate States with distinct lands, administrative control was effected by each Chief appointing his own minister, degrees this union was relaxed, until in 1841 a definite separation of authority and to administer their affairs through one public minister," by

By article 7 of this treaty the two Chiefs agreed to "act by an union of British protection.

whom are mentioned before, were by Treaty (No. LXXXIII) taken under Anand Rao, his cousin, the adopted son of the grandson of Jiwaji, both of then in possession, Tukaji, the grandson of the Chief of the same name, and as of Hamirpur, Kandoba, and other districts; but in 1818 the two Chiefs Pindari Chiefs, and were deprived of most of the tributary payments as well Deras had been plundered and oppressed by Sindhia, Holkar, and the For thirty years before the British occupation of Malwa, the Chiefs of

at a subsequent date.

The territory acquired in common was partitioned between the two brothers Rs. 75,000 a year, as well as the district of Kandoba in the Doab. and at a later date the province of Hamirpur in Bundelkhand yielding assignment of the tribute of certain districts to the amount of Rs. 78,922, of Rs. 26,000 to several Gerasia Chiefs. To their revenue was added an ing a nominal revenue of Rs. 2,42,900, but subject to a yearly payment obtained possession of Deras, Sarangpur, and several other districts, yielding Peshwa, Baji Rao, into Malwa, and on the division of that province they Udayi Rao, the first Chief of the Dhar house, who came with the first authority. The first Chiefs were two brothers, Tukaji and Jiwaji, cousins of Dhar house, and are, generally speaking, equal in rank, power, and The Chiefs of both branches are Maratha Puars, connected with the senior and the junior branch.

Deras, as at present constituted, consists of two branches, known as the

with the group of the Indore treaty and mediatized States.

Governor-General, bring them for political purposes into close connection fact that they are under the immediate supervision of the Agent to the in Central India to Indore, but because their geographical position, and the conveniently be described here, not that these States are next in importance The relations of the British Government with the States of Deras may

[SENIOR AND JUNIOR BRANCHES.]

(1)—DEWAS.

### III.—INDORE AGENCY.

ment. I will always remain in attendance, *i.e.*, whenever the Circar shall send for me I will present myself. I will serve the Circar with fidelity.

*Dated 28th Mohurram, corresponding with 15th Bysack Boodee 1894 Sumbut.*

Witnesses :

(Sd.) KESSEE TURVEE of Mouza Mayne.  
 „ NATHOO RAM PUTWAREE of Mayne  
 „ MAJA CHUND BHOWANEE DOSS,  
 and others.

No. LXIX.

TRANSLATION of an ENGAGEMENT executed to MAHARAJAH SREEMUNT MULHAR RAO HOLKAR, before HAVILDAR SUDUROODEEN, by BHEEMA TURVEE of Mouza GOJERAH, DEOCHUND of Mouza ROOPAPOORAH, and KALOO TURVEE of Mouza CHAREEPOORAH.

Whereas in the presence of General Sir John Malcolm the Circar sent for us, employed us, and desired us to protect the tradespeople and others on the way from mouza Semrore Ghat to the borders of the village of Gooaloo and Baoee pergunnah ; therefore we will attend on the thannadur at Baoee Semrore, and act up to his orders. We will serve the Circar with fidelity and make such arrangements as will protect the tradesmen and others on the road from the Semrore Ghat to the borders of Baoee and Gooaloo. If any trader or traveller be robbed we shall be held responsible for the same. We have of our own accord executed this deed of engagement.

We will serve the Circar and accept, as settled, the following salary per mensem, *viz.*—

	Rs.
1. Jemadar . . . . .	10
9. Men at Rs. 5 each . . . . .	45
	<hr/>
Total	55
	<hr/>

*Dated 9th Rubbee-oos-Sanee 1226 A.H., corresponding with 10th Maugh Soodee 1875 Sumbut.*

(Sd.) NATHOORAM PUTWAREE,  
 of Mouza Mayne.

Holkar was substituted in 1883 for the payment in kind, it was considered advisable to put all the Chiefs in Central India on the same footing, and accordingly a supplementary Article (No. LXXX) was added to the original agreement, by which it was stipulated that the Government should pay to each of the Dewas Chiefs a sum of Rs. 412-8-0 annually in lieu of the original compensation in kind.

In 1883 the Chiefs of both branches abolished all transit duties within their territories, with the exception of the duty on opium. In 1880 both States ceded, free of cost, all land required for the Ujjain-Bhopal railway. This line was completed in 1895. In June 1895 the States adopted the British currency in supersession of the Hali coins current till that year.

In 1906 both Chiefs gave, free of charge, all land in the Alote (senior branch) and Gurgucha (junior branch) parganas, required for the Nagda-Muttra railway, and agreed to cede plenary civil and criminal jurisdiction over such lands (Nos. LXXXI and LXXXII); the line is at present (1906) under construction.

## DEWAS.

### [SENIOR BRANCH.]

Tukaji Puar, one of the Chiefs who was taken under British protection in 1818, was succeeded in 1828 by his son, Rukmanagad Rao, commonly known as Khase Sahib. He died in 1860, and his adopted son, Krishnaji Rao, then about 11 years of age, was recognised as his successor. Krishnaji Rao married a daughter of Sindhia.

From the time Krishnaji Rao took charge of his State his affairs began to fall into disorder and his debts increased annually; he attempted to remedy matters by making over the management of affairs to his adoptive mother, but her administration was not successful. The debts rose to ten lakhs of rupees, and in 1875 it became necessary to place the State under a Native superintendent and to assign a suitable allowance to the Chief. In March 1881 the greater portion of the debts of the State having been paid off, and the Chief having given proofs of improvement, he was permitted to associate himself in the work of the administration with the superintendent, Rao Bahadur Tantia Gore, whose designation was altered to that of diwan.

Tantia Gore resigned his post in 1883, and Pandit Sarup Narayan was appointed to succeed him. Under his administration many salutary reforms were introduced, and the debts of the State were gradually liquidated. Sarup

Rupees 623 from the cutcherry of the pergunnah, and to take receipts from him for the same.

*Dated 15th Ramzan 1220 A.A.*

Order from His Highness Mulhar Rao Holkar for the payment of girass tankha to Sahib Singh of Sheogurh.

(Sd.) W. BORTHWICK,  
*Political Agent.*

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NO. LXXII.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR  
to KRISHNAJEE BITTUL, KAMAISDAR of PERGUNNAH  
DEPALPORE.

Sawunt Singh Girassia was in the receipt of tankha from the aforesaid pergunnah, and used to oppress the people of the villages. It having been now settled through General Malcolm that the said Girassia shall not separately collect anything from the villages but shall receive a cash allowance from the mehal cutcherry, serve in the pergunnah, and keep peace in the mehal, an annual sum of Rupees 832-8 has been fixed from 1228 Fusli for the said Girassia Sawunt Singh in lieu of his tankha. You are hereby directed to pay the above sum of Rupees 832-8 to the said Girassia every year from the pergunnah cutcherry, and to take receipts from him for the same.

*Dated 15th Rujjub 1220 4. A.*

## No. LXXIII.

ENGAGEMENT between the HONOURABLE the EAST INDIA COMPANY and the MAHARAJAH TOOKAJEE PUAR and ANUND RAO PUAR, JOINT RAJASHS of DEWAS, their heirs and successors, settled by LIEUTENANT ALEXANDER MACDONALD, acting under authority from BRIGADIER-GENERAL SIR JOHN MALCOLM, K.C.B., and K.L.S., POLITICAL AGENT to the MOST NOBLE the GOVERNOR-GENERAL, on the part of the HONOURABLE the EAST INDIA COMPANY, and SUCCARAM BAPOO, on the part of the MAHARAJASHS TOOKAJEE PUAR and ANUND RAO PUAR, JOINT RAJASHS of DEWAS: the said BRIGADIER-GENERAL SIR JOHN MALCOLM being invested with full powers and authority from the MOST NOBLE FRANCIS, MARQUIS of HASTINGS, K.G., one of HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE COMPANY to direct and control all the affairs in the EAST INDIES; and the said SUCCARAM BAPOO being duly invested with full powers on the part of TOOKAJEE PUAR and ANUND RAO PUAR, JOINT RAJASHS of DEWAS, —1818.

## ARTICLE 1.

The British Government will grant its protection to the Maharajahs Tookajee Puar and Anund Rao Puar, joint Rajashs of Dewas.

## ARTICLE 2.

The Rajashs Tookajee Puar and Anund Rao Puar engage that, in addition to the attendants of their persons and the sebandees of the country, they will keep up and regularly pay 50 good horse and 50 foot well armed who shall be at the disposal of the British Government; and after three years, as the revenue of the aforesaid Rajashs of Dewas will be augmented by the increase of inhabitants and cultivation, 100 horse and 100 foot shall be kept up and be at the disposal of the British Government.

## ARTICLE 3.

The British Government will protect the Rajashs of Dewas in their present possessions of the mehals of Dewas, Sarungpore, Allote, Goorgoocheh, Binghamde, Bughowde, as well as the share of the collections amounting to 7 per cent. of the third part of the province of Sundersee belonging to the

revenue, and administration, although for certain administrative objects they work in co-operation. The last matter determined in this connection was the apportionment between the two States of jurisdiction in the city of Dewas and in the town of Sarangpur. The latter arrangement was completed in 1889.

In 1828 the Chiefs of Dewas made over to the administrative charge of the British Government (No. LXXIV) the pargana of Bagod, an outlying district in Nimar which they could not efficiently control. The pargana was placed, for administrative purposes, within the limits of the Bhopawar Political Agency, under the direct supervision of the Political Agent. The annual surplus revenue of the pargana, after payment of all charges of administration, was paid to the Chiefs of Dewas. A survey and settlement of the pargana was commenced in 1890, and completed in 1891. In February 1901, the pargana, after remaining for about 70 years under British supervision, was restored to the Chiefs of Dewas, and was divided equally between the branches, irrespective of treaty villages. The substance of the agreement entered into by the States is contained in a Memorandum (No. LXXV).

By the treaty of 1818 the Dewas State was required to provide a contingent of 50 horse and 50 foot, to be doubled when the revenues improved. In 1827 the contingent was raised to 75 horse and 200 foot, which, with Holkar's contingent of 400 horse, formed the Eastern Malwa Contingent. On the amalgamation of the Eastern and Western Malwa Contingents the obligation to supply a quota of troops was commuted to an annual contribution of Rs. 33,600 Hali coin, since converted into Rs. 28,474-9-2 of British currency. This sum is now (1906) the only military contribution paid by the Dewas State and is equally divided between the two Chiefs.

In 1862 the Chiefs of Dewas received Sanads (No. LXXVI) guaranteeing to them the right of adoption. They had both rendered good service during the mutinies of 1857.

In 1864 the Chiefs of Dewas agreed (Nos. LXXVII and LXXVIII) to make over, free of cost, to the British Government lands that might be required for railway purposes; to allow compensation for private property taken up; to cede full jurisdiction short of sovereign rights; and to remit all transit and other duties on goods passing by rail through their territory.

In 1881 both Chiefs agreed (No. LXXIX) to remit all transit duties on salt passing through their territories; and, to compensate them for the loss thereby incurred, Government engaged to deliver at Indore to each Chief one hundred maunds of salt free of cost. But when the payment in cash to

The Darbar's right to levy *sayer dues*, including the opium cess, on the four villages held by the Thakurate of Pathari from the junior branch, which was in dispute for about ten years, has been recently decided, and the Darbar's right has been confirmed.

The area of the State is about 440 square miles; the population, according to the census of 1901, is 54,904; and the revenue is about Rs. 3,50,000, exclusive of alienations, but including guaranteed and fixed payments.

The State maintains (1905) a military establishment, including irregulars, of 71 cavalry, 179 infantry, including armed police, 6 guns classed as serviceable, and 25 artillery men.

The Chiefship is liable to pay *nazarana* under the usual rules.

The Chief receives a salute of 15 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.



It has given me much satisfaction to learn that the railroad is to be established in this part of the country. As it is a source of much pleasure to accede to the wishes of the British Government, I hereby give my consent to the four conditions mentioned above.

NOTE.—As to the conditions, see above under No. LXXVII.

### No. LXXIX.

AGREEMENT between the BRITISH GOVERNMENT on the one part, and the CHIEF of DEWAS, SENIOR BRANCH, on the other part,—1881.

Whereas it has been considered desirable that the levy of transit duty on salt passing through the Dewas territory shall cease, it is hereby agreed between the Government of India and the Chief of Dewas, Senior Branch, as under:—

1. The Chief of Dewas, Senior Branch, undertakes to abolish all transit duties, of whatever description, on all salt passing through the Dewas territory.

2. The British Government, in consideration of the loss which the abolition of the above duties will entail, agrees to deliver to the Chief of Dewas, Senior Branch, free of cost at Indore, 100 maunds of salt annually.

This agreement to have effect from the fourth day of August one thousand eight hundred and eighty, being the date on which the duties in question were abolished.

Dated at Indore this twenty-fourth day of October one thousand eight hundred and eighty-one corresponding with the first day of Poush Sudd Samvat one thousand nine hundred and thirty-eight.

(Sd.) *Harshad Das Baza Sarkar*

(Sd.) *Leah Griffin*

*Agent to the Government-General for Central India*

(Sd.) *W. B. C.*

*Secretary and Government-General of India*



Rajah Ramchunder Rao Puar of Dhar, and an equal share; *viz.*, 7 per cent. of the collection of the province of Doongla belonging to the aforesaid Rajah of Dhar. The British Government will further protect the Rajahs of Dewas against the attacks of enemies, and will aid them in the settlement of any of their rebellious subjects, and will mediate in a just and amicable manner any dispute that may arise between them and other States and petty Chiefs.

#### ARTICLE 4.

The Rajahs of Dewas engage to have no intercourse or communication with any other States, and to enter into no affair of any magnitude without the advice and concurrence of the said British Government.

#### ARTICLE 5.

The British Government agrees to consider the Rajahs Tookajee Puar and Anund Rao Puar in every respect the rulers of their present possessions, and engages to give no protection to any of their discontented relations or dependants, and not to interfere in the internal administration of the country.

#### ARTICLE 6.

The Rajahs of Dewas relinquish their claim of 7 per cent. on the collections of the province of Doongla, belonging to Rajah Ramchunder Rao Puar of Dhar, in favour of that Chief, from the beginning of the year 1876 to the beginning of the year 1879 Bickramajeet, in order that the above said province, which is now entirely desolated, may be again inhabited; and after the expiration of these three years the Rajahs of Dewas will consider themselves entitled to their share of 7 per cent. on whatever sum may be realized after the deduction of expenses.

#### ARTICLE 7.

The Rajahs of Dewas, with a view to the improvement of their possessions, agree to act by an union of authority and to administer the affairs of their provinces through one public minister or chief officer.

#### ARTICLE 8.

This engagement, consisting of eight Articles, has been this day settled by Lieutenant Alexander MacDonald, acting under the direction of Brigadier-General Sir John Malcolm, K.C.B., and K.L.S., Political Agent to the Most Noble the Governor-General, on the part of the Honourable Company; and by Succaram Bapoo on the part of Tookajee Puar and Anund Rao Puar, joint Rajahs of Dewas. Lieutenant MacDonald has delivered one copy thereof in English, Persian and Mahratta, signed and sealed by himself, to the said Succaram Bapoo, to be by him delivered to the Maharajahs Tookajee Puar and Anund Rao Puar, and has received from the said Succaram Bapoo a counterpart of the said engagement, signed and sealed by himself.

## NO. LXXXVII.

ABSTRACT TRANSLATION of a KHUREETA from NARAIN RAO DADA SAHIB, the CHIEF of the JUNIOR BRANCH of DEWAS, dated the 8th Jumadee-00s-sanee A.H. 1272—1864.

My Vakeel, Ram Rao Narain, forwarded to me your perwanah to his address, dated 19th May 1864, together with the memorandum of four conditions regarding cession of land for railways. I have learnt all particulars, and am much gratified that a railway line is going to be brought to this part of the country. In conformity with your wishes, I give my consent to all these conditions, but beg to remark that my State is small, and to express my hope that the British Government, taking into consideration the smallness of its resources, will continue its support and favour as it has done heretofore.

## PAPER of CONDITIONS in regard to RAILWAYS in RAJPUTANA.

1st.—That the necessary extent of land, averaging 200 feet in breadth, for the construction of the railway line, stations and *bond fide* railway purposes, shall be given up by the Native State, free of all cost.

2nd.—All necessary compensation, for accruing loss to owners of lands, houses, gardens, etc., in the land ceded, to be delayed and borne by the Chief of the State out of his own funds, in the manner done by the British Government in regard to the Railway within their own territories.

3rd.—That full jurisdiction in such land, short of sovereignty rights, shall be made over absolutely to the British Government.

4th.—That all transit and other duties on goods passing through shall be surrendered. However, duties on goods breaking bulk and being conveyed to and from the railway may be charged at the usual rates, or according to a fixed tariff to be settled hereafter.

## NO. LXXXVIII.

TRANSLATION of a KHUREETA from KISHNAJEE RAO BABA SAHIB POWAR, the CHIEF of the SENIOR BRANCH of DEWAS, dated the 26th Jumadee-00l-Awul A.H. 1272, corresponding to 28th October 1864.

My Vakeel, Gopal Rao Luchmun, has forwarded to me your perwanah, No. 745, dated 19th May last, giving cover to the memorandum of four conditions on which land for Railways is to be ceded.

liable to pay nazarana according to the rules obtaining in the Dewas State in respect of all similar holdings, and that the Darbar had a right to levy sayer dues, including the opium cess on surplus produce exported from those villages.

The question to whom the Thakur is bound to furnish reports of crime was long in dispute. The Chiefs of Dewas demanded such reports, but the Thakur disputed their right to receive them, and stated that he would furnish them only to the Agent to the Governor-General. In 1887 it was held by the Agent to the Governor-General that, in the guaranteed holdings of the Thakur, jurisdiction vests in the Central India Agency, to which the Thakur is bound to report; while in villages that are not guaranteed, the jurisdiction vests in the Darbar, to which the Thakur should report criminal occurrences within their limits.

The Thakur also receives tankhas of Rs. 2,687 from Sindhia, and Rs. 1,145 from Holkar, for which he holds sanads.

The area of the Pathari Thakurate is 15 square miles; the population, according to the census of 1901, is 1,436; and the revenue is about Rs. 16,000.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 2. BORKHERA or BORKHEDA.

Thakur Ram Singh, son of Amar Singh, of Borkhera, in the Dewas State (junior branch), receives a yearly tankha of Rs. 484-8-0 from the Dewas State, senior branch, and a similar tankha of Rs. 283-4-0 from the Dewas State, junior branch. Ram Singh was born in March 1872. The family holds no sanads authorising these grants, but a parwana dated the 19th November 1818 (No. LXXXV), addressed by Sir John Malcolm to Thakur Zalim Singh, grandfather of Amar Singh, and at that time head of the family, shows that the Thakur then enjoyed certain money payments from the State of Dewas. The amount of the payment, as stated above, is not entered in the parwana, but has since been ascertained. For the realisation of these dues the Thakur was, under the said parwana, directed to apply to the local revenue officials and not to make exactions from the State villages.

It was decided by the Government of India in 1889 that the parwana of 1818 should be included in this book.

This Agreement was ratified by the Governor-General of India in Council at Calcutta on the twenty-first day of February, A.D. one thousand eight hundred and eighty-two.

(Sd.) C. GRANT,

*Secretary to the Government of India,*

*Foreign Department.*

-No. LXXX.

SUPPLEMENTARY ARTICLE to the Agreement for the abolition of TRANSIT DUTIES on SALT executed between the BRITISH GOVERNMENT and the CHIEF of DEWAS, SENIOR BRANCH, on the 24th October 1881,—1883.

Whereas it is laid down in clause 2 of the above agreement that the British Government, in consideration of the loss caused to the Chief of Dewas, Senior Branch, by the abolition of transit duties on salt, will furnish to him at Indore, free of cost, 100 maunds of salt annually; And whereas it has been found desirable to substitute for this contribution of salt the annual payment of a sum of money; It is hereby agreed between the Government of India and the Chief of Dewas, Senior Branch, that in place of the salt specified as above the British Government will pay to the Chief of Dewas, Senior Branch, a sum of Rupees 412-8 annually.

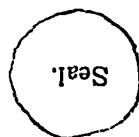
(Sd.) P. W. BANNERMAN,

*Offg. Agent to the Governor-General for Central India.*

(Signed in Vernacular.)

(Sd.) RIPON,

*Viceroy and Governor-General of India.*



This supplementary article was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the twelfth day of December A.D. one thousand eight hundred and eighty-three.

(Sd.) H. M. DURAND,

*Offg. Secretary to the Government of India,*

*Foreign Department.*

Precisely similar agreements were made with the Dewas State, Junior Branch.

## 4. KARAUDIA.\*

To Thakurs Zalim Singh and Hate Singh the following tankhas were guaranteed through the mediation of Major Henley :—

	Rs.
From Sindhia (No. LXXXVIII) . . . .	700
„ „ (No. LXXXIX) . . . .	2,100
„ „ (No. XC) . . . .	160
„ Bhopal (No. XCI) . . . .	401
Total . . . .	<u>3,361</u>

They were bound to render service, and to abstain from levying the tankhas directly from the villages and from the commission of crime.

Umed Singh, son of Zalim Singh, died on the 26th October 1880, and was succeeded by his nephew and adopted son, Chain Singh, then 16 years of age.

Chain Singh died in 1896, and was succeeded by his son, Dule Singh, born in November 1882, who is now in the enjoyment of the tankhas guaranteed to Zalim Singh. During the minority of Dule Singh the Estate was managed by a superintendent under the general supervision of the First Assistant to the Agent to the Governor-General in Central India, and this arrangement still continues.

Devi Singh of Arnia, son of Hate Singh, was succeeded by his son, Sobhag Singh, in January 1892. Sobhag Singh, who was born in 1874, receives the tankhas guaranteed to Hate Singh. He also holds four villages from the Gwalior Darbar on quit-rent.

At the expiration of the term of each instalment the Thakurs are furnished with a parwana addressed to the local officials of Sindhia, Holkar, and Bhopal, from the office of the Agent to the Governor-General to enable them to realise their tankhas. A vakil on the part of the Thakurs remains in attendance on the Agent to the Governor-General at Indore.

In the year 1838 Thakur Zalim Singh and Chhatar Singh, his brother, obtained from Sindhia, as blood money, the village of Kheri-Pajpura. This village was for some time held conjointly by Chain Singh, the grandson of Zalim Singh, and Khuman Singh, the son of Chhatar Singh; but disputes arising between them, it was ordered by the Agent to the Governor-General in Central India that Khuman Singh should undertake the entire management of the village during his lifetime, on condition of paying to Chain Singh his share, namely, Rs. 350 annually, free of all charges. Khuman Singh was held responsible for the payment of all dues, etc., in connection with the village; and it was determined that on the death of either Khuman Singh or

\* Malcolm's "Malwa," No. 19 of Schedule No. II.

## (II)—MEDIATIZED CHIEFS IN THE INDORE AGENCY.

There are altogether six mediatized Chiefs in the Indore Agency. Of the fourteen holdings described in the third edition of this work, three, namely, Gagrani, Singhana, and Dhangson, have been omitted; one, Patharia, has been transferred to the Bhopal Agency; and four, namely, Kayatha, Bai, Men, and Dhaora-Ganjara, have been shown under the Indore Residency.

## 1. PATHARI.

The Thakur of Pathari receives a tankha of Rs. 4,835 from Dewas under a Settlement (No. LXXXIII) mediated by Captain Borthwick and Sir John Malcolm in 1818. The Thakur with whom the original engagement was formed was Mahabat Singh. This tankha is paid direct from the two States of Dewas, and the Thakur is bound not to interfere in its collection in any of their villages. The Thakur also holds a certificate from Mr. Johnston (No. LXXXIV), Assistant to the Resident at Indore, dated the 2nd December 1837, which states that he holds his Estate from the Puar Rajas on an istimari tenure, and that he has been in the habit of referring to the Resident at Indore all questions regarding his tankha dues from Dewas and other places. Zorawar Singh, to whom this certificate was given, was the son of Mahabat Singh. Onkar Singh, the present Thakur, who was born in November 1884, succeeded his father, Bakhtawar Singh, son of Priti Singh, in April 1894. During Onkar Singh's minority the Estate was administered by a superintendent under the general supervision of the First Assistant to the Agent to the Governor-General in Central India. The Thakur of Pathari also holds twelve villages\* under the Dewas Chiefs at a fixed rent, eight from the senior and four from the junior branch. The latter are regarded as formally guaranteed. In 1905 the Agent to the Governor-General ruled that, as the villages held by the Thakur from the senior branch of the Dewas State were not guaranteed, the Thakur was

\*Under Dewas (senior branch).

Under Dewas (junior branch).

1. Pathari.
2. Khataira.
3. Saidu Kheri.
4. Banjari.
5. Kanaira.
6. Kishengarh.
7. Sukarwara.
8. Talapura.

9. Rudarwas.
10. Parbatipura.
11. Gopalpura.
12. Hirapur.

## 4. KARAUDIA.\*

To Thakurs Zalim Singh and Hate Singh the following tankhas were guaranteed through the mediation of Major Henley:—

	Rs.
From Sindhia (No. LXXXVIII) . . . . .	700
"    "    (No. LXXXIX) . . . . .	2,100
"    "    (No. XC) . . . . .	160
"    Bhopal (No. XCI) . . . . .	401
Total . . . . .	<u>3,361</u>

They were bound to render service, and to abstain from levying the tankhas directly from the villages and from the commission of crime.

Umed Singh, son of Zalim Singh, died on the 26th October 1880, and was succeeded by his nephew and adopted son, Chain Singh, then 16 years of age.

Chain Singh died in 1896, and was succeeded by his son, Dule Singh, born in November 1882, who is now in the enjoyment of the tankhas guaranteed to Zalim Singh. During the minority of Dule Singh the Estate was managed by a superintendent under the general supervision of the First Assistant to the Agent to the Governor-General in Central India, and this arrangement still continues.

Devi Singh of Arnia, son of Hate Singh, was succeeded by his son, Sobhag Singh, in January 1892. Sobhag Singh, who was born in 1874, receives the tankhas guaranteed to Hate Singh. He also holds four villages from the Gwalior Darbar on quit-rent.

At the expiration of the term of each instalment the Thakurs are furnished with a parwana addressed to the local officials of Sindhia, Holkar, and Bhopal, from the office of the Agent to the Governor-General to enable them to realise their tankhas. A vakil on the part of the Thakurs remains in attendance on the Agent to the Governor-General at Indore.

In the year 1838 Thakur Zalim Singh and Chhatar Singh, his brother, obtained from Sindhia, as blood money, the village of Kheri-Pajpura. This village was for some time held conjointly by Chain Singh, the grandson of Zalim Singh, and Khuman Singh, the son of Chhatar Singh; but disputes arising between them, it was ordered by the Agent to the Governor-General in Central India that Khuman Singh should undertake the entire management of the village during his lifetime, on condition of paying to Chain Singh his share, namely, Rs. 350 annually, free of all charges. Khuman Singh was held responsible for the payment of all dues, etc., in connection with the village; and it was determined that on the death of either Khuman Singh or

\* Malcolm's "Malwa," No. 19 of Schedule No. II.



The area of the Thakurate is 4 square miles; the population 200; and the revenue about Rs. 2,277.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 3. BAGLI.\*

The Thakur of Bagli is a dependant of Sindhia. Under a Settlement (No. LXXXVI) effected by Sir John Malcolm in 1819, Thakur Zalim Singh and his son, Bhim Singh, received Pipila and eight other villages on a quit-rent of Rs. 5,562 a year, and five other villages on a quit-rent of Rs. 909. The quit-rent for these villages is paid by the Thakur direct to the Gwalior Darbar. The Thakur keeps a vakil in attendance on the Agent to the Governor-General, whose communications he receives direct.

In October 1864 the Thakur agreed to make over, if necessary, lands for railway purposes, on the terms agreed to by the Dewas Chiefs, as described in the narrative of those States (see Dewas).

Thakur Subhag Singh died in June 1866, having adopted Raghunath Singh, a distant relative descended from a common ancestor. Doubts were expressed by Sindhia as to the validity of the adoption, but enquiry showed that it was perfectly genuine. Raghunath Singh was therefore formally recognised as Thakur of Bagli by the British Government on his paying to Sindhia nazarana amounting to one-fourth of the net revenue of the fourteen guaranteed villages. The jama of sixty-nine unguaranteed villages held by the Thakur was raised by Sindhia from Rs. 7,251 to Rs. 10,001. An Agreement (No. LXXXVII) was also signed by the Thakur in 1870, in which he recorded his obligation to acknowledge Sindhia's superiority and do service accordingly.

Raghunath Singh died on the 9th January 1896, and was succeeded by his son, Ranjit Singh, who was born on the 23rd July 1882. During his minority the Estate was managed by a superintendent under the general supervision of the First Assistant to the Agent to the Governor-General in Central India. This arrangement still continues.

The area of the Bagli Thakurate is 108 square miles; its population, according to the census of 1901, is 14,049; and the revenue about Rs. 1,00,000.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

It has been the practice of the Agent to the Governor-General at Indore to grant the Thakur a parwana to enable him to realise the tankha from Sindhia's local officials.

The Thakur also receives a tankha of Rs. 4,570 from the two Chiefs of Dewas. No sanads for this tankha are produced, but the Thakur holds a Letter (No. XCV), dated 5th December 1837, from Mr. P. Johnston, Assistant Resident, Indore, relating to the payment.

Nirbhe Singh holds, under sanads from Sindhia, five hundred bighas of land in pargana Tonk, and the village of Murmia in Unchaud pargana at a quit-rent of Rs. 201. He also holds, under a sanad from Holkar, six bighas of inam land in Indore pargana.

The revenue of the Thakurate, excluding income from the Istimrari village, is Rs. 4,724.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 6. UNI.

The ancestor of Thakur Daulat Singh held the villages of Uni, Bharkia and Tamolia in the Dewas State, junior branch. In 1841 Colonel Borthwick, Assistant to Sir John Malcolm, mediated between the Darbar and Thakur Hindu Singh, grandfather of the present Thakur, who was born in December 1843, an arrangement for the continuance of the Estate to the family. It was settled that the Thakur should hold Uni and Bharkia in perpetuity on payment of quit-rents of Rs. 501 and Rs. 401 a year, respectively, and Tamolia, then assessed at Rs. 451, on a rent subject to increase according to the usage of the pargana.

This settlement proved inoperative as the State was averse from the grant of perpetual leases and the Thakur would accept nothing less than that which his ancestors had enjoyed. On Thakur Hindu Singh's death his son, Gopal Singh, also declined to accept the village on any other than quit-rent tenure, and the dispute continued until 1876, when Sir H. Daly, the Agent to the Governor-General in Central India, ruled that the Thakur should be placed in possession of his ancestral village of Uni on istimrari tenure as settled by Colonel Borthwick in 1841, and that the villages of Bharkia and Tamolia should be held by the Thakur on life leases. On Thakur Gopal Singh's death, in 1883, the Raja of Dewas resumed Bharkia and Tamolia. Subsequently, in 1894, the Darbar leased Tamolia to Daulat Singh, the present Thakur, for seven years on a quit-rent of Rs. 1,350 a year, and Bharkia for four years at a rent of Rs. 1,462 a year. These leases expired respectively in 1901 and 1898. The Thakur, however,

The area of the Thakurate is 4 square miles; the population 200; and the revenue about Rs. 2,277.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 3. BAGLI.\*

The Thakur of Bagli is a dependant of Sindhia. Under a Settlement (No. LXXXVI) effected by Sir John Malcolm in 1819, Thakur Zalim Singh and his son, Bhim Singh, received Pipria and eight other villages on a quit-rent of Rs. 5,562 a year, and five other villages on a quit-rent of Rs. 909. The quit-rent for these villages is paid by the Thakur direct to the Gwalior Darbar. The Thakur keeps a vakil in attendance on the Agent to the Governor-General, whose communications he receives direct.

In October 1864 the Thakur agreed to make over, if necessary, lands for railway purposes, on the terms agreed to by the Dewas Chiefs, as described in the narrative of those States (see Dewas).

Thakur Subhag Singh died in June 1866, having adopted Raghunath Singh, a distant relative descended from a common ancestor. Doubts were expressed by Sindhia as to the validity of the adoption, but enquiry showed that it was perfectly genuine. Raghunath Singh was therefore formally recognised as Thakur of Bagli by the British Government on his paying to Sindhia nazarana amounting to one-fourth of the net revenue of the fourteen guaranteed villages. The jama of sixty-nine unguaranteed villages held by the Thakur was raised by Sindhia from Rs. 7,251 to Rs. 10,001. An Agreement (No. LXXXVII) was also signed by the Thakur in 1870, in which he recorded his obligation to acknowledge Sindhia's superiority and do service accordingly.

Raghunath Singh died on the 9th January 1896, and was succeeded by his son, Ranjit Singh, who was born on the 23rd July 1882. During his minority the Estate was managed by a superintendent under the general supervision of the First Assistant to the Agent to the Governor-General in Central India. This arrangement still continues.

The area of the Bagli Thakurate is 108 square miles; its population, according to the census of 1901, is 14,049; and the revenue about Rs. 1,00,000.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## No. LXXXIII.

TRANSLATION of an ENGAGEMENT executed by TOOKAJEE RAO PUAR BABA SAHIB to RAWUT MAHBUT SING and his son JORAWUR SING, Talookdar of Pitharee, in Pergunnah Dewas,—1818.

You have been from of old in the receipt of tankha and bhet from the pergunnah, but the mehal has been plundered by the Soubahs and others of Sindia and Holkar, and the revenue thereof has decreased. Notwithstanding this, you collected separately girass tankha from the villages, and the matter having been enquired into by the British Government, your tankha, bhet, etc., have all been settled through the mediation of General Sir John Malcolm and Captain Borthwick. The following are the villages from which girass tankha, bhet, etc., used to be paid to you yearly during the time of the late Kirkerdeh Khundoo Scindeh, Sirboh Gungajee Punt Aba, and Ramchunder Mahadeo Naik Parauchpeh, *viz.*—

*Paid through Chowdheree Bhowani Sing and Khuman Sing.*

Villages.

	Amount.
	Rupees a.
1 Mouza Jeitpoora . . . . .	235 0
1 " Sookla . . . . .	75 0
1 " Soolkakhara . . . . .	30 0
1 " Kalookherree . . . . .	125 0
1 " Sanore . . . . .	200 0
1 " Pudumpoora . . . . .	60 0
1 " Roostumpore . . . . .	215 0
1 " Azumpore . . . . .	25 0
1 " Marhetty . . . . .	16 0
1 " Berampore . . . . .	35 0
1 " Doogareea . . . . .	25 0
1 " Seroleah . . . . .	300 0
1 " Sampoorra Bheelkherree . . . . .	100 0
5 Talooka Pitharee, etc. . . . .	400 0
18 villages	
	<b>TOTAL</b>
	1,841 0

*Paid through Canoongoe Nundkissore.*

Villages.

	Amount.
	Rupees a.
1 Mouza Khettakherree . . . . .	35 0
1 " Nappakherree . . . . .	41 8
1 " Goga . . . . .	80 0
1 " Jumaeneh . . . . .	21 0
1 " Petabulee . . . . .	60 0
1 " Nubeepore . . . . .	54 8
1 " Rajodah . . . . .	161 0
1 " Nagjheeree . . . . .	31 0
1 " Nugorah . . . . .	73 8
1 " Happakhera . . . . .	35 0
	<b>Carried over</b>
	592 8

Chain Singh fresh arrangements for the disposal of the property should be made. Chain Singh died in 1896, but the arrangement regarding the village was not disturbed. Khuman Singh died in May 1905, and was succeeded by his grandson, Ram Singh, born in 1880, who has been permitted to retain the management of the village.

The Engagement (No. XCII) of 1839 regarding the village of Kheri-Rajpura is guaranteed.

Chain Singh also held the village of Karandia under the Indore Darbar, and the holding has descended to his son, Dule Singh. A sanad granted by the Darbar in 1870 fixed the quit-rent payable for this village at Halli Rupees 1,801, inclusive of dami, bhet, sardeshmukhi, but excluding the due payable to haqdars. The village is not guaranteed.

On Dule Singh's succession the Indore Darbar levied a nazarana equal to one year's net revenue of the village of Karandia, and presented a khilat of one-fourth of the amount.

The villages of Jamgod and Kheria were given by Sindhia, under a sanad dated A.H. 1240, on a quit-rent of Rs. 400, to Zalim Singh and Bhim Singh. Dule Singh holds Kheria. Jamgod is in the possession of Rai Singh, who succeeded Raghunath Singh in February 1900. Raghunath was the grandson of Bhim Singh, and succeeded his father, Onkar Singh, on the latter's death in 1884. Chhatar Singh, brother of Zalim Singh, obtained from Sindhia the village of Razapur on quit-rent; and Tej Singh, another brother, obtained from Sindhia 1,000 bighas of land in the village of Koel Khari under Ujjain.

The area of Karandia is 10 square miles, and that of Kheri-Rajpura 6 square miles; the population of Karandia is 1,469, and of Kheri-Rajpura 630; the revenue of the former is about Rs. 8,000, and that of the latter Rs. 4,180.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 5. TONK.

The present Thakur, Nirbhe Singh, born in August 1843, who was recognised as the successor of his father, Balwant Singh, in 1869, receives under sanads from Sindhia and Holkar the following tankhas:—

Rs. A.	
From Sindhia (No. XCIII)	4,457 0
" Holkar (No. XCIV)	112 8
Total	4,569 8

continued in possession without taking a fresh lease from the Darbar until 1905, when they were temporarily resumed by the Darbar. The dispute is not yet (1906) finally settled.

A claim preferred by the Thakur to the excise revenue in *Uni* was negatived by the Agent to the Governor-General in Central India in 1906, on the ground that these rights were not reserved to him by the sanad under which he holds the village, and that no prescriptive title has been proved.

The area of the Thakurate is 5 square miles; population, by the census of 1901, is 494; and the revenue about Rs. 3,000.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

	Rupees.
Now the sum settled to be paid in 1227 is . . . . .	5,042
<i>vis.</i> —	
Amount which used to be paid formerly . . . . .	3,474
and	
Amount to be paid out of Rupees 2,088 hitherto deducted on account of "chout" . . . . .	1,568
	<hr/>
	5,042
	<hr/>
The sum settled to be paid in 1228 is . . . . .	5,562
<i>vis.</i> —	
Amount as paid in the last year . . . . .	5,042
„ on account of balance of chout . . . . .	520
	<hr/>
	5,562
	<hr/>

You shall pay every year into the Circar's treasury the above sum of Rupees 5,562 which has been settled in perpetuity. In addition to this nothing more shall be levied.

2. The rent of the following five villages of Peepla Sahut, etc., which were formerly let to you in farm, amounts to Rupees 809—

	Rupees.
Mouza Peepla Sahut . . . . .	151
„ Peepla Dowlut . . . . .	105
„ Pulasee Hooman . . . . .	151
„ Jhadrakherce . . . . .	301
„ Bhootree in Tuppa Haveelee . . . . .	101
	<hr/>
	809
Enhanced rent on the above . . . . .	100
	<hr/>
	909

You shall pay every year into the Circar's treasury, according to the instalments, the aforesaid sum of Rupees 909 which has been fixed in perpetuity, and give separately the cesses, "bhet," and "damee" to the zemindar; "bhet" to the duruckdar, and the usual rights to the goomastah. In addition to the above nothing more shall be taken.

3. The farming lease which has been given you for the nine villages of Lebooda, etc., for five years, from 1225 to 1229, shall be respected for that period, and the amount of rent mentioned in the lease shall be received. Nothing more than that will be taken.

4. During the time of Krishnajeel Mulhar a sum of Rupees 150 was taken from you after a dispute on account of the Bheel lands of mouza Chupan;

*Paid through Canoonogoe Nundkissore.*

Villages.		Amount	
	13 villages.		
1	Mouza Dhunorah .	592	8
1	" Kalookherree .	40	0
1	" Sookurvassa .	33	8
		12	0
		678	0
		<b>TOTAL.</b>	<b>2,519 0</b>

Brought forward

Rupees a.  
592 8

The above sum of Rupees 2,519 has been settled on you on account of tankha, bhet and other expenses. One-half thereof, or Rupees 1,259-8, shall be paid to you in 1226, and the other half shall in five years be paid in the following progressive instalments, so that the sum to be paid in the 5th year shall be equal to Rupees 2,519, viz.—

Year.	Original Amount.	Increase.	Total.
1227	1,259 8	84 0	1,343 8
1228	1,343 8	106 8	1,450 0
1229	1,450 0	175 0	1,625 0
1230	1,625 0	375 0	2,000 0
1231	2,000 0	519 0	2,519 0
	7,678 0	1,259 8	8,937 8
	Rs. a.	Rs. a.	Rs. a.

The payments will be made in the following instalments:—

On the full moon of Kartick.  
Maugh.  
Cheyt.

You shall send your servant every year for five years to receive the above dues from my kamaisdar's cutcherry according to the fixed instalments. You shall not collect anything from the villages, but whatever you have to receive will be paid by an order of the Circar, who will also satisfy your usual claims on the villages. You shall not yourself send a man for the same to the villages.

*Dated 12th Shabun Sooder 1226.*

A Sanad, in all respects the same as the above, was granted by Anund Rao Puar to Mahbut Singh for Rupees 2,316 as follows:—

Paid through Chowdherree Bukht Singh and Chaen Sing  
on six villages . 612 4  
Paid through Zorawur Singh, Canoonogoe, on 16 villages . 1,703 12  
Rs. a.



TRANSLATION of a letter from MAJOR-GENERAL SIR JOHN MALCOLM to THAKOOR SALIM SING JEE and his son KOONWUR BHEEM SING of BAGLEE, dated Mhow Cantonment, 28th June 1820, corresponding with 3rd Asar Boodee,—1877.

I send you a Sunnud which I have procured in your name from Maharaja Dowlut Rao Sindia Alijah Bahadoor for the villages of Peeplia Banda, &c. I hope the Sunnud will reach you safely. Know that, as it was settled here between you and me, I have procured the Sunnud bearing the seal, which I forward to you now. You shall improve the villages and pay the money to the Circar agreeably to your engagement.

### No. LXXXVII.

TRANSLATION of an AGREEMENT presented to the GWALIOR DURBAR on the part of RUGGONATH SING of BAGLEE,—1870.

(Sd.) JYAJEE SINDHIA.

Whereas I have succeeded by adoption to the Baglee estate, held by the late Thakoor Sobhag Sing, I do hereby enter into an agreement to hold the following sixty-nine villages, unguaranteed by the Government of India from the Maharaja Sindhia, as my acknowledged suzerain, and to recognize the feudal superiority of the Gwalior Durbar accordingly.

(Here follow the names of the villages from 1 to 69)

2. I further engage, according to custom, and to the order of the Durbar to preserve order and keep down plundering in the villages of the Sonekutch pergunnah, and to pay annually to the Gwalior Durbar for the villages Rupees ten thousand and one in Halesi Sonekutch.

Rupees 10,750 Halesi

" 250 Halesi Sonekutch

Rupees 11,000

3. This Agreement is given in full proof of my readiness to serve the Maharaja Alijah, and in full faith to the Gwalior Durbar.

tanka according to the revenues of the Mahal. You should on no account depute your footmen or horsemen direct to the villages, and should not press the ryots for your tankha. Be careful on this point, and act as is herein written.—Dated 19th November 1818, corresponding with 19th of the month of Muharrum 1234 A. H.

*Transcript of Parwanah in Hindi characters.*

From Sarkar General Sir John Malcolm.  
Be it known to Zaffar Singh Parbia of Barkhera—As your tankha is fixed in the Dewas pergunah, you should continue to receive it from the Dewas Kachari according to the revenues of the pergunah from the hand of the Patwars. You should not send your man to the villages. If you do send, it will not fare well with you. This should be impressed upon your mind.—Dated 19th November 1818, corresponding with 19th Muharrum 1234 A. H., or 19th Aghran Badi, 8th Sammat 1875.

NO. LXXXVI.

TRANSLATION of a DEED of SETTLEMENT of villages executed at the MHOW CANTONMENT through the mediation of GENERAL SIR JOHN MALCOLM to THAKOOR SALIM SING and his son BHEEM SING of TUPPA BAGLEE by KHUNDOO SHEORAM, KARKOON of BISHNOO MAHADEO, KAMAMISDAR of Pergunnah OONCHODE, on the part of DOWLAT RAO SINDIA ALIJAH BAHADOOR,—1819.

The articles of the settlement regarding the farming of villages are as follows:—

1. In 1210 you obtained a lease for the seven villages of Pceppli, Banda, etc., and the two villages of Bellawalee and Bhojakharee, in all nine villages, for which you had to pay on account of rent including "baboochee," girass, tankha, "bhel," "damee for zemindar," rights of the goomastahs' duffurdar, and "bhel for duruckdar," and bhel for Circar

Ruppes.	
5,401	And on account of "bhel" due to duruckdars, zemindars, and goomastahs
161	
5,562	
2,088	
3,474	Less on account of "chout"

The payments shall be made in the following three instalments :—

	Rupees.
In the month of Kartick . . . . .	223
„ „ Maugh . . . . .	233
„ „ Bysack . . . . .	234
	<hr/>
	700
	<hr/>

Accordingly, you are directed to pay every year from the aforesaid village the said Zalim Sing and Huttajee Bheemawut the above sum of Rupees 700, and to take receipts from him for the same.

*Dated 17th Rubbee-ul-Akhir 1221 A.H.*

No. LXXXIX.

TRANSLATION of a SUNNUD granted by DOWLUT RAO SINDIA to ZALIM SING and HUTTAJEE BHEEMAWUT, 1221 A.H.

Girass tankha money, grain, &c., which you from of old used to receive from the mehals in the Malwa country having been stopped, the Circar has ordered for your maintenance an annual cash allowance to be paid from the above year in three instalments from the following mehals :—

	Rupees.
Tuppa Barodea . . . . .	150
„ Nuboree . . . . .	780
Pergunnah Oonchode . . . . .	1,020
„ Shahjehanpore . . . . .	150
	<hr/>
	2,100
	<hr/>

The payments will be made in the following instalments :—

	Rupees.
In the month of Kartick . . . . .	700
„ „ Maugh . . . . .	700
„ „ Bysack . . . . .	700
	<hr/>
	2,100
	<hr/>

You will serve the Circar with fidelity. If any person creates a disturbance in the mehal you will punish him. If you fail to do so, and commit any fault, you will forfeit the above allowance.

*Dated 1st Femmadee-ul-Awal 1221 A.H.*

but as the said amount has not been collected by me from you for the last 24 years, I exempt you from paying the same, and I will not again make a demand for it.

The Circar shall abide by the above four Articles of the settlement. You can with every assurance improve the villages.

*Dated 13th Kartick Soodce 1876 Sumbut, corresponding with 11th Mohurram 1220 A.H.*

Witnesses:

(Sd.) BELLAJEE RAM RAO  
of the Duffer.

" GUNNESS RAMAJEE  
on the part of the Moazmoodar.

" OONKUR MULL PESHKAR  
for Chowdry Narain Rao.

" BALLARAM CANOONGOE.

This settlement between Dowlat Rao Sindia's officers of Sonkutich and the Thakoor of Baglee has been made by my mediation.

(Sd.) JOHN MALCOLM,

*Dated Mhow, 31st October 1819. Brigadier-General.*

TRANSLATION of a letter from SOUBABAR SREE DOWLAT RAO  
SINDIA ALIJAH BAHADDOOR to SALIM SING of BAGLEE.

Be it known to you that from 1221 A.H., or 1877 Sumbut, mouza Pcepia Banda with six villages, and mouza Bhojakheree and also mouza Belooria, have been farmed out to you at a rent of Rupees 5,562, and besides the above mouza Pcepia Yado has likewise been given to you in farm in istumraee tenure at Rupees 909, aggregating in all Rupees 6,471. You shall hold the above villages in your possession, and pay every year into the Circar's treasury the sum fixed as rent. You shall improve the villages in a proper manner, and maintain the peace of the mehal by punishing the Gitrassias and others. Should you fail to serve the Circar, you will not be allowed to retain the villages. Should there be any loss for want of improvement of the villages no deduction shall be made from the rent by the Circar.

*Dated 6th Jeyt Soodce 1877 Sumbut, corresponding with 11th Ramadhan 1221 A.H.*

given to Thakoor Zalim Sing and Hutteh Sing. It now behoves them to consider the sum of Rupees 401 of the Bhopal currency as a boon conferred upon them; to execute the orders of the Circar; to show zeal in punishing rebels, and not to oppress the people by levying from them the cesses, "bhet," and "chundee." Should at any time the Thakoor commit any fault, he will forfeit the maintenance.

The payment will be made in the following instalments:—

								Rupees.
In the month of	Kartick	.	.	.	.	.	.	133
"	"	Maugh	.	.	.	.	.	134
"	"	Bysack	.	.	.	.	.	134
								<u>401</u>

### No. XCII.

TRANSLATION of a SUNNUD granted by SUMBHAJEE RAO  
ANGRIA WAZARUT MAH SOHYE SIRKHET to THAKOOR  
ZALIM SING and THAKUR CHHATAJI BHIMAWAT, 1239  
A.H.,—1839.

Whereas you represented to me at the Gwalior cantonment that Gobun Sing killed your elder brother, Kooslaje, without provocation and plundered all his property; and that you thereupon ruined the mehals of the Circar by levying girass therefrom, and put the people to death; and you promised that you would prefer no claim for the plunder of the property of your elder brother, who was killed, if a provision were made for your support and pardon extended to you for the mischief which you have committed; your representation has been taken into consideration, and without making any enquiry as to whether Gobun Sing killed your elder brother for any fault or otherwise, the village of Kheree Rajpoora in tuppah Newree in pergunnah Oonchode is granted to you from the above year as reparation for the loss of life. You shall enjoy the village and serve the Circar with fidelity. If you create any disturbance again, or fail to serve the Circar, you will be punished and not allowed to retain the village. You should abide by the engagement which you have executed to the Circar.

*Dated 21st Shual 1239 A.H. corresponding with Poos 1895 Sumbut.*

This engagement was entered into in conformity with the requisition of the British Government on that of Maharajah Sindia, and this settlement is under its guarantee.

(Sd.) J. SUTHERLAND,  
*Resident.*

*Gwalior, 9th January 1839.*

not exact from me or my heirs anything beyond fair service, and the regular payment of the ijara and dues.

Bhadoo Soodee, 8th Sunbūt 1926. }  
(Dated 13th September 1869.)

(Sd.) TEERAKAM, Kamdar, }  
for Thakoor of Baglee.

Witnessed by—  
THAKOOR KHOOSHAL SING  
and  
RAMCHUND.

The Gwalior Durbar accepts and confirms this Agreement, by which the Baglee Chief for himself and heirs undertakes to pay annually for the 69 villages named—

Rupess 9,750 Ijara;  
251 Road, School, and Survey Dues  
Rupess 10,001

and to perform service according to custom, and in due allegiance to the Maharaja as suzerain. Dated 25th April 1870  
\* Should be 1927.  
Sunbūt 1926.\*

(True translation.)

(Sd.) J. C. BERKELEY, Lieut.,  
Offg. 1st Asstt. Agent, Govr.-Genl.,  
for Central India.

NO. LXXXVIII.

TRANSLATION of a LETTER from DOWLAT RAO SINDIA to  
HIMMUT BAHADDOOR.

Zalim Sing and Huttajee Bheemawut have represented—to the Sirkar that the money in lieu of tankha which they have from of old been in the receipt of from the village o Peepul Rawa in pergunnah Jhokurburodh has not been paid to them by you, and that they were subjected to much trouble on account of it: therefore an annual sum of Rupess 700 has been fixed for them from 1220 A.H. in lieu of their tankha receivable from the village of Peepul Rawa.

due for nine years, from 1875 to 1883 Sumbut. The money on account of his tankha has now been paid to him, and an annual sum of Rupees 112-8 of the mehal currency has been settled on him in lieu of his tankha from 1884 Sumbut. You are therefore directed to pay, from the aforesaid year, to the said Girassia from the mehal cutcherry, the above sum of Rupees 112-8 yearly, and to take receipts from him for the same. He should not be allowed to levy any money separately from the village.

*Dated 12th Rubbee-ul-Awul 1228 A.H.*

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No. XCV.

TRANSLATION of LETTER from WILLIAM BORTHWICK to  
CHAORAH URJOON SING,—1837.

I have received your letter and understood its contents. You wrote to say that you have difficulty in obtaining your tankhas from Dewas. You should first of all bring the matter to the notice of Dewas, who will, of course, make such arrangements in the case as may be deemed proper. If Dewas fails to do anything write to me again, so that such representation as may be thought requisite may be made on the subject.

*Dated Mehidpore, 11th Kartick Soodee 1885, corresponding with 17th November 1828.*

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Rao Urjoon Sing of Tonk is a guaranteed Girassia Chief, and he receives Rupees 4,457 annually as tankha from Sindia's and Holkar's districts; his dues from the Dewas territory are also considerable, and he has been in the practice of having all questions relating to his tankha adjusted by the British authorities.

(Sd.) P. JOHNSTON,  
*Assistant to Resident.*

*Indore Residency, 5th December 1837.*

NO. XC.

TRANSLATION of a LETTER from DOWLAT RAO SINDIA to BALLAJEE SOOKHDEO in charge of the khasgee village of PEER PAHAREA in PERGUNNAH OONCHODE, 1221 A.H.

It has been represented to the Circar that Zalim Chohan and Huttaje Bheemawut used formerly to receive a tankha in money from the aforesaid village, but that you, instead of paying it, have subjected them to much trouble. The Circar has therefore settled on them from 1220 A. H. an annual tankha of Rupees 160 to be paid from the said village in the three following instalments:—

Rupees.		In the month of Kartick									
53.	.	.	.	.	.	.	.	.	.	.	.
53	.	.	.	.	.	.	.	.	.	.	.
54	.	.	.	.	.	.	.	.	.	.	.
160											

You are therefore directed to pay annually to Zalim Sing Chohan and Huttaje Bheemawut a tankha of Rupees 160 from the above village, taking receipts for the same.

*Dated 11th Jemnadee-ul-Awwl 1221 A.H.*

NO. XCI.

TRANSLATION of a SUNNUD granted to THAKOOR ZALIM SING and HUTTEH SING by NUSSER-OD-DOWLAH NUZUR MAHOMED KHAN BAHADOOR FUTTEH JUNG, NAWAB of BHOPAL.

Be it known to the present and future amlahs, chowdheres, and canoongoes of pergunnah Ashta that as Thakoor Zalim Sing and Huttah Sing used to receive from of old a maintenance from the aforesaid pergunnah, the Circar was pleased to sanction the continuance of the undermentioned amount for their maintenance to be paid through the amlahs of the above pergunnah in three instalments year after year, from 1227 Fulse, and that in order to enable the said Thakoor to receive the money, a Sunnud bearing my seal and signature, and dated 8th Rujjub in the 13th year of my reign, corresponding with 1226 Fulse, was granted to Thakoor Zalim Sing through Captain William Bayley. It now appears from a letter from Thakoor Zalim Sing that the Sunnud in question was stolen at Cusba Indore, where he accompanied Captain Pattie. At the request of Captain Pattie a duplicate of the said Sunnud is



resignation of power, and the Sikandar Begam entertaining ambitious views of her own. In 1836 a plot of the Nawab Jahangir Muhammad Khan to seize the person of the Kudsia Begam was discovered. He was arrested and put under restraint, but effected his escape on the 2nd April 1837, and being joined by a large party of his followers, raised the standard of rebellion. Although Government admitted the Nawab's claim to be just, and although it had been recognised by Government and by the Kudsia Begam on the supersession of his elder brother, yet formal interference was declined. The Nawab was defeated and compelled to seek shelter behind the walls of Ashta. After the siege of this town had lasted for some months without any decisive result, the Kudsia Begam and the Nawab accepted the proposed mediation of the British Government. An Agreement (No. XCIX), which was afterwards countersigned by the Governor-General, was concluded between them on the 29th November 1837, by which the Nawab was left in charge of the administration, and the Kudsia Begam received a life-jagir of 5 lakhs (Bhopal coin) a year, with which the Nawab pledged himself not to interfere.

The Nawab and the Sikandar Begam also executed an agreement in 1837 not to design or commit injury to each other; but while approving of this agreement Government considered it to be of too private a nature to admit of its formal ratification.

The Nawab was installed in power on the 29th November 1837. The reconciliation with the Sikandar Begam, however, was not sincere, and shortly after the Nawab's accession she retired to live with the Kudsia Begam at Islamnagar. The Nawab died on the 9th December 1844, having previously executed a will to the effect that his illegitimate son, Dastgir, should succeed him in power, and that his daughter Shah Jahan by the Sikandar Begam should be married to a descendant of Wazir Muhammad Khan of pure blood.

The will in favour of Dastgir was set aside, and several plots to place him in power failed. The British Government recognised the succession of Shah Jahan in the same manner as, on the death of Nazar Muhammad Khan, it had admitted the claims of the Sikandar Begam; and it was decided that the future husband of Shah Jahan, who was to be selected from the Bhopal family, with a view to the amalgamation of the two branches descended from Ghaus Muhammad Khan and Wazir Muhammad Khan, should be Chief of Bhopal; and that in the meantime Faujdar Muhammad Khan, brother of Kudsia Begam, should act as regent, receiving co-operation from the Sikandar Begam. The arrangement did not work well, and eventually Faujdar Muhammad Khan resigned his office, and the Sikandar Begam was appointed regent in February 1847.

## No. XCIII.

TRANSLATION of a SUNNUD granted by MAHARAJAH DOWLAT RAO SINDIA ALIJAH BAHADOOR to URJOON SING,—1221 A.H.

Girass tankha, money, corn, etc, which you from of old used to receive from the mehals in Malwa, having been stopped, the Circar has fixed for your maintenance an annual cash allowance to be paid from the aforesaid year in three instalments from the following mehals:—

Ruppes.											
1,332	.	.	.	.	.	.	.	.	.	.	.
2,900	.	.	.	.	.	.	.	.	.	.	.
Rs. 2,100		.	.	.	.	.	.	.	.	.	.
800		.	.	.	.	.	.	.	.	.	.
2,900		.	.	.	.	.	.	.	.	.	.
180	.	.	.	.	.	.	.	.	.	.	.
45	.	.	.	.	.	.	.	.	.	.	.
4,457		.	.	.	.	.	.	.	.	.	.

Cusba Tonk  
Pergunnah Bhavorassch  
On account of Odajee Kulkah  
On account of Sumbajee Angria  
Tappa Newree  
Choobara in pergunnah Conchode

Ruppes.											
1,485	.	.	.	.	.	.	.	.	.	.	.
1,485	.	.	.	.	.	.	.	.	.	.	.
1,487	.	.	.	.	.	.	.	.	.	.	.
4,457		.	.	.	.	.	.	.	.	.	.

In the month of Kartick  
Maugh  
Bysack

The above sum of Ruppes 4,457, which has been fixed from the aforesaid year, you shall receive from the said mehals in three instalments, and serve the Circar with fidelity.  
If any person creates a disturbance in the mehals you shall punish him. Should you fail to do so, or commit any oppressions, you shall forfeit the above allowance.

Dated 1st Gemnadee-ul-Awwul 1221 A.H.

## No. XCIV.

TRANSLATION of a PERWANNAH from MAHARAJAH MULHAR RAO HOLKAR to GOPAUL RAO KRISHEN, KAMAISDAR of PERGUNNAH KAVTHA,—1228 A.H.  
Urjoon Sing, Girassia of Tonk, who from of old used to receive tankha from mouza Khateekhara in the aforesaid pergunnah, has not received his

with such a request ; but she was assured that, unless imperatively necessary in the interest of the Bhopal State and its absent ruler, and in the interest of public peace and good order, no such orders would be issued nor any interference allowed with the arrangements she had made for the administration of Bhopal ; and that, in the event of the issue of such orders being absolutely necessary, an intimation of their exact nature would be forwarded to her. The Begam was also assured that, in her absence, the protection of the British Government would be extended to the Shah Jahan Begam.

The Sikandar Begam died in October 1868, and Shah Jahan Begam then assumed the administration. At her request her daughter, Sultan Jahan Begam, then about 8 years of age, was expressly recognised by the British Government as her heir (No. CII). Bakshi Baki Muhammad Khan, the husband of the Shah Jahan Begam, died in 1867 ; and in 1871 she married Maulvi Sadik Hasan. The same honours were paid to him as were enjoyed by her first husband, and he received the title of Nawab.

The Sultan Jahan Begam was married in 1874, with the consent of Government, to Ahmad Ali Khan, a youth of almost the same age as herself. He is of the same tribe as that to which the Bhopal family belongs, namely, the Mirazi Khel, but is not a member of the family. The Sultan Jahan Begam had five children by this marriage—Bilkis Jahan Begam, born the 25th October 1875 ; Muhammad Nasrulla Khan, born the 8th December 1876 ; Ubaidulla Khan, born the 2nd November 1878, Asaf Jahan Begam, born the 3rd August 1880 ; and Hamidulla Khan, born the 9th September 1894. Of these the three sons are still living, but the eldest daughter, Bilkis Jahan Begam, died in 1886, and the younger daughter, Asaf Jahan Begam, on the 22nd July 1894.

The Bhopal contingent was reformed in 1840, and the Nawab agreed to increase the yearly tribute paid for its maintenance from Rs. 1,30,000 (Bhopal currency) to Rs. 1,38,000 (Bhopal currency). The contingent was again reorganised in 1849, and a Treaty (No. CIII), supplementary to article 6 of the treaty of 1818, was concluded with the Sikandar Begam, by which the annual contribution for the perpetual maintenance of the contingent was raised to Rs. 2,00,000 (Bhopal currency), on condition that the whole liabilities of the State for the contingent were henceforth to be limited to that sum. The contingent mutinied in the rebellion of 1857, and since its dissolution its duties have been taken partly by troops of the line and partly by the Bhopal Battalion, which was raised in 1859. To this arrangement, which is practically a modification of the supplementary treaty of 1849, the Begam formally

Bhopal is the principal Mussalman State in Central India, and ranks next in importance to Hyderabad among the Muhammadan States of India. The ruling family was founded by Dost Muhammad, an Afghan, who went to Delhi during the first years of Bahadur Shah (1708) in search of occupation. In 1709 he obtained a lease of the Berasia pargana. He died about 1740. On his death Sultan Muhammad Khan, his legitimate son, then a minor, was put in power by the Pathan Chiefs; but the cause of Yar Muhammad Khan, an elder but illegitimate son, was espoused by the Nizam, and Sultan Muhammad was compelled to abdicate in favour of Yar Muhammad. The latter had four sons, by the eldest of whom, Faiz Muhammad Khan, aged eleven, he was succeeded. The claims of his uncle, Sultan Muhammad Khan, were again brought forward by a powerful party, but in the contest which ensued Sultan Muhammad Khan was defeated and was obliged to accept the grant of Rahatgarh for himself and his descendants, and to renounce all claims to the sovereignty of Bhopal and all interference with the affairs of the State.

At this time the Peshwa Bajji Rao, while returning from Delhi, demanded in the name of the Emperor the restoration of the territories usurped by the Pathans of Bhopal, and the Nawab was compelled by treaty to relinquish all his possessions in Malwa except a few towns, being confirmed by the Peshwa in his remaining possessions in Gondwara.

Faiz Muhammad Khan, who was of weak intellect, nominally ruled Bhopal for thirty-eight years. He left no issue and was succeeded by his brother, Yasin Muhammad, who survived only a few days, and was succeeded by his brother, Hayat Muhammad Khan, during whose weak administration the real power remained in the hands of his ministers.

Towards the close of the eighteenth century the Bhopal territories were overrun by plundering bands of Pindaris, and were also invaded by Raghuji Bhonsla. At this time Wazir Muhammad, son of the Nawab's cousin Sharif Muhammad Khan, who when a mere youth had fled from Bhopal after an unsuccessful rebellion (in which his father had been killed) against the power of the minister, returned to Bhopal as a soldier of fortune. He was the means of saving his country from destruction by the Marathas, and he became the founder of the branch of the Bhopal family which has since ruled in the State. For many years he carried on a petty warfare with the Marathas,

## (IV)—BHOPAL AGENCY.

### (1) BHOPAL.

made (without the authority or knowledge of the Government of India) with the Political Agent in 1847, to try in her own courts British subjects guilty of offences within her territories, and the surrender of British subjects guilty of such offences when apprehended in British territories. The claim, however, was not admitted. The Begam was told that the principle underlying the treaty of 1818 was contained in article 3, which declares that the Bhopal Government will act in subordinate co-operation with the British Government and acknowledge its supremacy; that the 9th article referred to the authority of the Nawab of Bhopal over his own subjects within his own territory and not to British subjects; that this was apparent, *first*, from the correspondence which took place when the treaty was concluded, and which showed that the object of the clause was to guarantee to the Nawab that the British courts of justice would not be introduced into his territories, and, *secondly*, by the omission of all reference to European offenders who had a right to be tried in a certain form and under certain conditions which the East India Company had no authority to compromise or surrender; that the arrangement of 1847 was never sanctioned by the Government of India, and contained a stipulation which was entirely inadmissible, *viz.*, that British subjects charged with offences in Bhopal, if arrested in British territory, should be handed over to the Bhopal authorities for trial and punishment; but that the British Government would not be unwilling to act upon that arrangement in so far as it was consistent with Act VII of 1854 (since repealed) in the case of escaped offenders who were subjects of Bhopal. The law and procedure to be followed by British officers in questions relating to extradition are now defined by Act XV of 1903.

The contribution of Rs. 12,000 a year formerly paid by the Bhopal State for the construction and repair of roads within its territory was remitted in 1872, on the understanding that the Begam would keep in proper repair the roads already made and spend a reasonable sum annually in opening up others. In accordance with the recent policy of Government the maintenance of those sections of the Sehore-Dewas road and of the Sehore-Biaora road which lie within the limits of the Bhopal State was entrusted to the Darbar, with certain conditions, in 1888.

In 1877, on the occasion of the Delhi-Assemblage, a personal salute of 17 guns was accorded to the Nawab Consort, and one of 15 guns to the Kudsia Begam, and later in the same year the Order of the Imperial Crown was conferred on the Kudsia Begam and the Shah Jahan Begam. The latter had already been created a Knight Grand Commander of the Star of India in the year 1872.

the British Government the service of his troops. No formal treaty was executed, but the correspondence (No. XCVI) which passed in 1817 was declared to have the force and validity of a treaty. The conditions of this engagement were faithfully fulfilled, and they were made the basis of the formal Treaty (No. XCVII) of perpetual friendship and alliance concluded with the Nawab in 1818 by which his State was guaranteed; he agreed to furnish a contingent of 600 horse and 400 infantry; and to enable him to maintain the contingent. The grant of these districts was subject to an assignment of Rs. 6,000 a year on their revenues to Khande Rao, the former manager, which provision was guaranteed by the British Government, No. XCVIII being the sanad granted in 1818 to Khande Rao by Sir John Malcolm. The town and fort of Islamnagar, which had passed from the possession of the Nawab, were also restored to him.

Shortly after the conclusion of the treaty Nazar Muhammad was accidentally killed by the discharge of a pistol by the hand of his brother-in-law, Faujdar Khan, a child of eight years of age. Nazar Muhammad was a gallant soldier, an enlightened ruler, and a firm ally of the British Government. He left one daughter, the Sikandar Begam. It was arranged with the consent of the Bhopal nobles, and with the sanction of the British Government, that he should be succeeded, under the regency of the Kudsia Begam, by his nephew Munir Muhammad Khan, son of his elder brother, Amir Muhammad Khan, who had resigned his claims when Nazar Muhammad became Nawab in 1816; and that Munir Muhammad Khan should marry the Sikandar Begam. In 1827 Munir Muhammad Khan endeavoured to assert his authority but was resisted by the regent, and he eventually resigned his claim to the Sikandar Begam's hand and to the succession in favour of his younger brother, Jahangir Muhammad Khan, receiving as compensation a jagir of Rs. 40,000 a year which was guaranteed by the British Government. This arrangement was effected in concert with the Chiefs of the State, who claim by custom a limited privilege in the selection of their ruler.

The Kudsia Begam, anxious to retain the power in her own hands, long delayed, on various pretexts, the celebration of the marriage of her daughter with Jahangir Muhammad Khan. But finding her endeavours to secure the countenance of the British Government to her retention of the administration during her life unavailing, the Begam at last yielded, and the marriage was celebrated on the 18th April 1835. This, however, did not put an end to the family dissensions, the Begam still hoping to evade the actual

The Sikandar Begam conducted the administration with great vigour and ability. She abolished the system of farming the revenue and made settlements directly with the heads of villages; regulated the assessments of the estates of the jagirdars; abolished monopolies of trades; brought the mint under her direct management; re-organised the police; and made arrangements for the liquidation of the debts of the State.

In July 1855 Shah Jahan Begam was married to Bakshi Baki Muhammad Khan of Bhopal. He did not belong to the Bhopal family. Indeed there existed no member of the family with whom the Shah Jahan Begam could contract an eligible marriage; and as the nobles of Bhopal, although willing to submit to the Begam, were not prepared to acknowledge as ruler of Bhopal anyone who did not belong to the ruling family, some modification of the arrangements made in 1844 became necessary. It was eventually decided that Shah Jahan Begam should be the Chief of the State, her husband being only titular Nawab, and that Sikandar Begam should continue to act as regent till Shah Jahan Begam should reach the age of twenty-one.

Sikandar Begam, however, was dissatisfied with her position. She complained of the recognition of her late husband as Chief of Bhopal, she being sovereign in her own right, and of the consequent recognition of her own daughter during her lifetime. Government, however, having recognised the claims of Shah Jahan Begam could not set them aside; but Shah Jahan Begam voluntarily resigned her right to rule during her mother's lifetime. Accordingly in 1859 the Sikandar Begam was proclaimed ruler and the Shah Jahan Begam her heir, the succession remaining with Shah Jahan's children.

The Sikandar Begam was always steadfastly attached to the British Government. For her services during the mutinies of 1857 she received, in 1860, a Grant (No. C) of the pargana of Berasia, which had been confiscated on account of the rebellion of the Dhar State (see Bhopawar Agency); and in 1861 she was created a Knight Grand Commander of the Star of India. The Begam liberally rewarded with jagirs those of her own subjects who rendered good service in the crisis of 1857.

In 1862 a Sanad of Adoption (No. CI) was granted to the ruler of Bhopal by the Government of India.

In 1863 the Sikandar Begam resolved to proceed on a pilgrimage to Mecca, and she requested that an engagement might be given to the effect that no new orders of the British Government would be carried out in Bhopal till her return. The Begam was told that, as it was impossible to foresee events, so it was impracticable for the British Government to comply

No. XCVI.

AGREEMENT with NUZZUR MAHOMED KHAN in 1817.

TRANSLATION of a letter from MR. JENKINS to NUZZUR MAHOMED KHAN, the NAWAB of BHOPAL, dated 13th October 1817.

The written proposals of your vakeel Enayet Musseeh, dated 22nd January 1817, or 4th of Rubbee-ul-Awul 1232 A. H., specifying the conditions on which you were desirous of placing your State under the protection of the British Government, have, as you know, been for some time under the consideration of His Excellency the Governor-General. Though hitherto unanswered they have not been overlooked, and I am now instructed to communicate to you His Excellency's assent to them.

The following is an exact transcript of the proposals in question :—

PROPOSALS of HUKHEEM ENAYET MUSSEEH, CONFIDENTIAL  
AGENT of NUZZUR MAHOMED KHAN, the NAWAB of  
BHOPAL, agreeable to the wishes of his principal; dated  
22nd January 1817, corresponding with the 4th of Rubbee-ul-  
Awul of the Hegira.

## ARTICLE I.

“The fort of Nuzzurghur, commonly called Seermow or Goolgaon, which is situated near Bhilsa, shall be delivered over to the British Government as a permanent cantonment and depôt for grain, &c.

## ARTICLE 2.

“ We will use our utmost endeavours to assist in the collection of supplies of cattle, grain, and all other necessary articles for the use of the British troops, at the market prices.

### ARTICLE 3.

" Agreeable to the orders of the British Government, we will ~~also abstain~~  
from all intercourse and correspondence with the Pindarees ~~and all the~~ <sup>and</sup> ~~the~~ <sup>the</sup> ~~the~~  
roving Afghans of Hindostan.

## ARTICLE 4.

"After we are taken under the protection of the British Government, we shall have no occasion to enter into engagements and alliances with the Chiefs and Rajahs of Hindostan; but in the administration of the Government, it will be necessary to correspond with the neighbouring Zerrahs."



The Sikandar Begam conducted the administration with great vigour and ability. She abolished the system of farming the revenue and made settlements directly with the heads of villages; regulated the assessments of the estates of the jagirdars; abolished monopolies of trades; brought the mint under her direct management; re-organised the police; and made arrangements for the liquidation of the debts of the State.

In July 1855 Shah Jahan Begam was married to Bakshi Baki Muhammad Khan of Bhopal. He did not belong to the Bhopal family. Indeed there existed no member of the family with whom the Shah Jahan Begam could contract an eligible marriage; and as the nobles of Bhopal, although willing to submit to the Begam, were not prepared to acknowledge as ruler of Bhopal anyone who did not belong to the ruling family, some modification of the arrangements made in 1844 became necessary. It was eventually decided that Shah Jahan Begam should be the Chief of the State, her husband being only titular Nawab, and that Sikandar Begam should continue to act as regent till Shah Jahan Begam should reach the age of twenty-one.

Sikandar Begam, however, was dissatisfied with her position. She complained of the recognition of her late husband as Chief of Bhopal, she being sovereign in her own right, and of the consequent recognition of her own daughter during her lifetime. Government, however, having recognised the claims of Shah Jahan Begam could not set them aside; but Shah Jahan Begam voluntarily resigned her right to rule during her mother's lifetime. Accordingly in 1859 the Sikandar Begam was proclaimed ruler and the Shah Jahan Begam her heir, the succession remaining with Shah Jahan's children.

The Sikandar Begam was always steadfastly attached to the British Government. For her services during the mutinies of 1857 she received, in 1860, a Grant (No. C) of the pargana of Berasia, which had been confiscated on account of the rebellion of the Dhar State (see Bhopawar Agency); and in 1861 she was created a Knight Grand Commander of the Star of India. The Begam liberally rewarded with jagirs those of her own subjects who rendered good service in the crisis of 1857.

In 1862 a Sanad of Adoption (No. CI) was granted to the ruler of Bhopal by the Government of India. In 1863 the Sikandar Begam resolved to proceed on a pilgrimage to Mecca, and she requested that an engagement might be given to the effect that no new orders of the British Government would be carried out in Bhopal till her return. The Begam was told that, as it was impossible to foresee events, so it was impracticable for the British Government to comply

The British Government has now unalterably determined to suppress the predatory power of the Pindarees, and to destroy and prevent the revival of the predatory system in every part of India. The British armies are advancing from every quarter into Malwa for this purpose. Every State must therefore declare itself either friend or foe. Those even who do not co-operate zealously in this cause will be viewed and treated as enemies. Your professed and approved attachment to the British Government has entailed on you the peculiar enmity of the Pindarees and rendered you deserving of every assistance and support, whilst the local position of your territories, in the vicinity of the Pindaree positions, the bravery of your troops, and the energy of your personal character are calculated upon as enabling you to become a most useful auxiliary in the approaching crisis. Your conduct on this occasion will have the most powerful influence on your future fate, and the Governor-General has no doubt that you will stand the test.

I send this letter through Colonel Adams, and I have to request you will transmit your reply to it through the same channel. On receiving your reply, which must be early, and I cannot doubt will be direct and satisfactory, the Colonel will inform you of his wishes regarding the employment of your troops, and concert with you the necessary measures for the protection of your country, the occupation of the fort assigned for a depôt, and the supply, &c., of the British troops which will advance across the Nerbudda into your territories. I shall be obliged by your furnishing Colonel Adams with every information on these topics, and you will of course consider his suggestions on all points as those of the British Government.

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To NUZZUR MAHOMED KHAN, of Bhopal, written the 23rd  
December 1817.

Sir John Malcolm duly communicated to me the correspondence which had passed between him and you and the substance of his personal conferences with your agent, the respectable Enayet Shahzad Musseeh, and I have been informed by Lieutenant-Colonel Adams of the junction of a body of your troops, both horse and foot, with his division and of the satisfaction he has derived from their conduct. These circumstances have amply confirmed the opinion I have always entertained of your friendship and attachment to the British Government, and I request you to be assured that a corresponding feeling towards you has always existed in my mind.

In consequence of your letter to Sir John Malcolm stating that you had written to Mr. Jenkins to declare your assent to the terms proposed to you by that gentleman under my authority, I awaited a communication from Mr. Jenkins of that letter and the execution and exchange of a regular engagement comprising those conditions, according to the wish you had expressed, before I signified my formal sanction of them. The late disturbances at Nagpore, which the signal triumph of our arms will soon suppress, having prevented the completion of those arrangements, I deem it proper no longer

assented in 1862 (No. CIV). In 1878, at the Begam's suggestion, it was sent to take part in the Afghan campaign. Since the adoption of the British currency in the State in 1897 the annual contribution towards the contingent has been Rs. 1,61,290. In 1897 the Bhopal Battalion was placed under the orders of the Commander-in-Chief in India with effect from the 15th February of that year, and the regiment, under the scheme for a redistribution of the numbers of all corps in the Native army in 1903, was called the 9th Bhopal Infantry. In February 1906 the Secretary of State consented to the delocalisation of the corps, and to its replacement at Sehore by another Native infantry regiment in ordinary relief.

In 1863 the Begam of Bhopal appealed against the exercise of jurisdiction by the Political Agent in respect of cases where British subjects, Native or European, were either plaintiffs or defendants, as a violation of the 9th article of the Bhopal treaty of 1818; and claimed the right, under certain arrangements\*

\* *1st*.—If offenders against the British Government, in old and heinous cases, fly to, and conceal themselves within the limits of, the Bhopal State, or if similar offenders against the Bhopal State take refuge within the limits of the British districts, such as Narsinghpur, Hoshangabad, &c., in the first instance, on the receipt of information of the place of concealment of a criminal, the thanadar or police of the British Government, with a parwana from the British district officer to the address of the thanadar and police of the Bhopal State, will proceed to the spot, arrest the offender, and make him over to the nearest thanadar of the said State. In the second instance, the thanadars or police of the Bhopal State will have to follow a like course with regard to the arrest and delivery of offenders against their State, traced to any place within the limits of the British districts.

*2nd*.—In new and recent cases when offenders, after the perpetration of a crime, fly to the Bhopal territory, and the thanadars or police of the British Government get correct information of their having done so, they will follow the offenders into the Bhopal territory and apprehend and deliver them to the Bhopal local thanadar; they will not in such cases be at liberty to arrest and bring away offenders without the knowledge of the officials of the Bhopal State; but if the British officials in the pursuit of such offenders happen to reach a place within the Bhopal State, where, owing to there being no thana, or being wild and uninhabited, no assistance can be obtained, then they may arrest the offender and take him with them, giving however due notice of their proceedings to the nearest thana of the Bhopal State. The officials of the Bhopal State in similar cases can in like manner enter the British territories and act similarly.

Criminals in heinous cases only will be delivered up by the two Governments. The above rule applies only to such offenders.

*3rd*.—The crimes which are considered heinous by Colonel Sleeman and the Resident, Indore, are the following:—

- |        |   |
|--------|---|
| No. 1. | Wilful murder   |
| " 2.   | Wounding with the intent of murder.   |
| " 3.   | Cutting and wounding wilfully.  |
| " 4.   | Entering a house, or boat, or tent, with the intention of theft and plunder, accompanied by wounding. |
| " 5.   | Highway robbery.  |
| " 6.   | Dakaiti.  |
| " 7.   | Setting fire to one's house.  |
| " 8.   | Forcible possession of a woman's body with or without adultery.                                       |

*4th*.—In cases of less importance the authorities of the district where the offender conceals himself will cause his arrest, as in heinous cases, on the information furnished to them by the plaintiff, and the case will be disposed of by the Court of the district in which the offender was apprehended; he will not in such cases be made over for trial to the authorities of the district in which the offence was committed.

## ARTICLE 2.

The British Government engages to guarantee and protect the principality and territory of Bhopal against all enemies.

## ARTICLE 3.

The Nawab of Bhopal and his heirs and successors will act in subordinate co-operation with the British Government and acknowledge its supremacy and will not have any connection with other Chiefs and States.

## ARTICLE 4.

The Nawab and his heirs and successors will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government. But their usual amicable correspondence with friends and relations and necessary correspondence with neighbouring zemindars and managers on matters of small importance shall continue.

## ARTICLE 5.

The Nawab and his heirs and successors will not commit aggression on any one. If by accident disputes arise with any one, they shall be submitted to the arbitration and award of the British Government.

## ARTICLE 6.

The State of Bhopal shall furnish a contingent of six hundred (600) horse and four hundred (400) infantry for the service of the British Government. Whenever required and when necessary, the whole of the Bhopal forces shall join the British army excepting such a portion as may be requisite for the internal administration of the country.

## ARTICLE 7.

The British troops are to be at all times admitted into the Bhopal territory, the commanding officers of such troops using their utmost endeavour to prevent injury to the crops or other damage, and, if necessary, shall canton there; in which event the Nawab engages, for himself, his heirs and successors, on application to that effect, to cede to the British Government, to serve as a depôt, the fort of Nuzzurghur or of Goolgaon with ground to the distance of 2,000 yards all round the fort.

## ARTICLE 8.

The Nawab, his heirs and successors will afford every facility to the British troops in obtaining supplies; and all articles of supply required for them shall be purchased and pass through the Nawab's territory free of duty.

The Kundia Begam died on the 17th December 1881, and her jagir lapsed to the State. Her personal property, amounting to nearly 15 lakhs, was inherited by her grand-daughter, Shah Jahan Begam, daughter of Sikandar Begam.

In 1879 it was proposed by the Bhopal State to establish opium scales at the new settlement of Shahjahanabad near Bhopal, with a bounty on all opium brought there for weighing. Conditional sanction to this arrangement, which was at first tentative for three years, was accorded in the following year by the Government of India. The scales are still in use.

In 1880 an Agreement (No. CV) was concluded between the Government of India and the Bhopal State for the construction of a line of railway from Hoshangabad to Bhopal, the State paying 50 lakhs of rupees on that account, and receiving in perpetuity any profits which might accrue on that sum. Certain provisions of this agreement were modified by a supplementary Agreement (No. CVI), dated the 30th June 1887. In 1888 the management of the railway was transferred, by order of the Government of India, from the Great Indian Peninsula Railway Company to the Indian Midland Railway Company. When the latter ceased to exist, the Bhopal section of the line again came under the management of the Great Indian Peninsula Railway Company from the 1st January 1901. In 1890 a further supplementary Agreement (No. CVII) was executed by the Government of India and the Begam of Bhopal, providing that the profits accruing, or the losses incurred on, the Bhopal section of the railway should be divided in perpetuity between the British Government and the Darbar in proportion to the capital contributed by each party at the close of the period for which the accounts should be made up. Civil and criminal jurisdiction on this line was (No. CVIII) ceded in 1888 by the Begam to the British Government.

In 1891 the Begam consented to give the land for a new line of railway running from Ujjain in Gwalior *via* Sehore to Bhopal, designed to connect the Rajputana and Indian Midland systems. The line was opened in 1896 and an agreement was entered into, in August of that year, between the Begam and the Indian Midland Railway Company for the working of the railway by the latter.

In 1881 an Agreement (No. CIX) was concluded by which the Bhopal State abolished the levy of transit duties on salt passing through its territories, and the British Government agreed to pay as compensation an annual sum of Rs. 10,000.

For some years previous to 1885 the administration of the Bhopal State had suffered chiefly owing to the ill-advised interference of the

## No. XCVIII.

TRANSLATION of a SANAD granted by NAWAB NAZIR-UL-DOWLA NAZAR MUHAMMAD KHAN BAHADUR to KHUNDEE RAO BHAO, dated 20th Rabi-ul-sani, 1225 Fusli,—1818.

Be it known to the present and future Amils of the Ashta Mehal that the Government of the Company being well disposed towards Khundee Rao Bhao the Amil on the part of the jagirdar, for the services rendered by him to the officers of the said Company, it has been settled under the advice of Captain Stewart to grant an annuity of Rupees 6,000 to the said Khundee Rao and his posterity. It therefore behoves the Amils to continue to pay the promised annuity out of the revenue of the said mehal to him and his posterity and in this matter they (the Amils) should in no way depart from the order, as it is an opportunity for them to meet the wishes of the Company's Government and please its officers. Annuity Rupees 6,000, dated 20th Rabi-ul-sani Sun Joloos 12, corresponding to 1225 Hejira.

I hereby certify that the grant bestowed in this Sanad of Rupees 6,000 per annum to Khundee Rao and his posterity is guaranteed by the British Government.

RAISEEN,  
26th February 1818. }

(Sd.) J. STEWART,  
*On a mission to Bhopal.*

## No. XCIX.

TRANSLATION of the AGREEMENT entered into by the BEGUM KUDSIA of BHOPAL and submitted for the ratification of the RIGHT HONOURABLE the GOVERNOR-GENERAL of INDIA in COUNCIL,—1837.

Whereas the Right Honourable the Governor-General of India in Council, upon learning the existence of the dissensions which had arisen between me and my beloved son the Nawab Nuzzur-ood-Dowlah Jehangir Mahomed Khan, addressed his orders through Mr. Secretary Macnaughten to Mr. Lancelot Wilkinson, Agent of Bhopal, in regard to the bestowal by His Lordship of the guarantee of the Government of India for the security of my life and of my private jaghire on my consigning the reins of government of the Bhopal State to the Nawab; and Whereas the Agent duly communicated the above in a khureeta to my address; and Whereas it was ever my heartfelt aim to obey the orders of the British Government in every respect: I have therefore consigned the whole management of the affairs of the Bhopal State into the hands of my son the Nawab. My original jaghire, including the sayer duties attached thereto and the fort and land of Islamnuggur which are estimated to yield about Rupees 17,000 or Rupees 18,000 per annum,

The area of Bhopal is 6,902 square miles; the revenue is estimated at about 25 lakhs of rupees; and the population, according to the census of 1901, is 665,961.

Besides the Imperial Service troops which the State maintains, composed of 400 cavalry with its own regimental transport, the military forces consist (1903) of 185 cavalry, 557 infantry, 62 artillery men, and 4 servicable and 74 unservicable guns.

The Chief of Bhopal is entitled to a salute of 21 guns within her own territories and to one of 19 guns outside them. These salutes were finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

The liability of the State to the payment of nazarana on succession has not been decided.

originally attached to them yielding about Rupees 33,000 per annum, will remain in her management and possession as also the palace in which Her Highness now dwells, the Baolee Bagh, the Begum's paora, and the Nuzur Gung shops and her mosque, &c. The Begum is to refrain from interfering in any way with my management of the affairs of the State, and from seeking to do injury to my life in any way; and I will refrain from molesting in any way the Begum in the enjoyment of the abovementioned jaghire, &c., during the period of her life, and will not seek to do any injury to her life in any way. The Government of India will hold either of the contracting parties transgressing these agreements in any respect responsible. It is hoped that His Lordship will be pleased to attach his signature to this agreement in ratification thereof, that it may prove on any future occasion if necessary a full assurance.

I shall ever seek with heart and soul to preserve the filial respect due to the Begum as my mother.

*Dated 29th Shaban of the year 1253 Hegira, corresponding with 29th November 1837.*

(Signed by the Nawab Jehangir Mahomed Khan.)

These engagements were ratified by the Governor-General on 15th January 1838.

### NO. C.

#### TRANSLATION of a SUNNUD granting Pergunnah Bairsea to the State of BHOPAL,—1860.

Whereas during the rebellion Nawab Secunder Begum, ruler of Bhopal, rendered from loyalty good service to the British Government and maintained order and peace in the territory of Bhopal: The Government, being highly satisfied therewith, has been pleased to grant in sovereignty pergunnah Bairsea to the Bhopal State from generation to generation. All the conditions which at present exist in respect to Bhopal shall apply to the pergunnah now conferred upon that State.

*27th December 1860.*

(Sd.) CANNING.

### NO. CI.

#### ADOPTION SUNNUD granted to HER HIGHNESS SECUNDER BEGUM of BHOPAL.

Her Majesty being desirous that the governments of the several Princess and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government



previous reference to the British authorities and the obtaining permission might occasion delay, after having concluded any petty transaction of this kind, we will communicate the same to the nearest British authority.

#### ARTICLE 5.

"After being taken under the protection of the Company we will submit to the British Government all our claims and pretensions on other Rajahs and Chiefs in order that the Company may effect a favourable settlement of the same; or even should we suffer a little loss in this way, we will out of respect to the English Government quietly submit to it.

#### ARTICLE 6.

"With regard to money stipulations for the payment of the British troops, the case is this, that for the last two years the revenues realized by us from our country have not exceeded one lakh and twenty-five thousand Rupees; on which we have with difficulty subsisted. How therefore can we contribute any sum towards the payment of British troops? Let the Company excuse us on this point. But the fort of Nuzurgur with some villages dependent on it, some of which are flourishing and the others deserted, shall be delivered into the hands of the Company; and when by the assistance of the British Government we shall attain our wishes, we shall never be found deficient in rendering every service in this respect in our power."

The only additional stipulations which the Governor-General requires from you are that you will zealously co-operate with your troops against the Pindarces and their abettors, according to the advice of the officers of the British Government; that you will admit the British troops at all times into your territory; and that all articles of supply for them shall be purchased and pass through your territories free of duties. In the present condition of your territory and resources the British Government does not require you to contribute anything to the payment of its expenses, but it must be understood that after any eventual increase of your dominions accompanied by the improvement which the restoration of tranquillity may be expected to effect in your resources, you will be ready to contribute in a fair proportion according to your ability.

On these conditions the British Government engages to protect and guarantee your dominions against all enemies, and to recover and restore to your possession such parts of your territories as have been seized and occupied by the Pindarces. You may besides expect such other marks of its favour and kindness as circumstances may put in its power to confer upon you and your own good conduct may merit.

I am authorized by the Governor-General to inform you that it is only necessary for you to signify to me, in your reply to this letter, your assent to the above conditions, to render you at once the ally and to entitle you to the immediate and permanent protection of the British power. But your reply must be distinct and unequivocal.

to delay a direct communication of my unqualified confirmation of the assurances you have received from Brigadier-General Sir John Malcolm and Mr. Jenkins. Your knowledge of the reliance that may always be placed on the assurance of a British officer has however supplied the place of that formal sanction, and the just confidence in my friendship which led you at once to proceed in execution of the terms settled with Sir John Malcolm and Mr. Jenkins has afforded me a high degree of satisfaction. You have already begun to experience the benefits of your alliance with the British Government by the recovery of some of the districts from which the Pindarees were expelled, and you may rely on my unremitting attention to your interests and to the augmentation of your prosperity and resources, as far as circumstances may enable me to indulge this disposition, in the firm confidence that you conduct will be such as to merit every degree of favour.

With regard to the future payment of a portion of the charge of the British troops that may be employed in the protection of your territories, a point on which you have expressed some anxiety, I have only to assure you that whatever may be ultimately arranged to that respect will be framed in a spirit of the utmost liberality and with a due advertence to the pecuniary situation and means of your Government. On this subject be at ease. A regular treaty shall be hereafter prepared and duly exchanged and ratified; but in the meanwhile I request you to consider this as having the full force of such an instrument.

(Sd.) HASTINGS.

## NO. XCVII.

TREATY between the HONOURABLE the EAST INDIA COMPANY and the NAVAB NUZZUR MAHOMED KHAN, RULER of BHOPAL, concluded by CAPTAIN JOSIAH STEWART on the part of the HONOURABLE COMPANY, in virtue of full powers granted by HIS EXCELLENCY THE MARQUIS OF HASTINGS, K.G., GOVERNOR-GENERAL, ETC., ETC., and by KURRUM MAHOMED KHAN BAHADUR and SHAHZAD MUSSSEH SAHEB on the part of the NAVAB NUZZUR MAHOMED KHAN in virtue of full powers granted by the NAVAB,—1818.

## ARTICLE I.

There shall be perpetual friendship, alliance and unity of interests between the Honourable the East India Company and the Nawab of Bhopal, his heirs and successors; and the friends and enemies of one party shall be the friends and enemies of both.

1880. Should any portion of the sum payable by Her Highness the Kudsia Begam remain unpaid at Her Highness' death, the State of Bhopal engages to pay the balance.

#### ARTICLE 2.

The profits on the sum of thirty-five lakhs paid by the State of Bhopal shall be enjoyed by the Ruler of the State of Bhopal in perpetuity, and the profits on the sum of fifteen lakhs of rupees paid by Her Highness the Kudsia Begam shall be enjoyed by her during her lifetime and thereafter by the Ruler of Bhopal in perpetuity.

#### ARTICLE 3.

Profits accruing on this Railway and its extension to Agra, should that be carried out, shall be divided in proportion to the amount respectively subscribed by the several States contributing to the construction of the through line from the Great Indian Peninsula Railway to Agra.

#### ARTICLE 4.

The construction and management of the line and entire jurisdiction within Railway limits shall rest with the Government of India, and the State of Bhopal shall have no right of interference therein.

#### ARTICLE 5.

The State of Bhopal shall give land within its territory for all Railway purposes, including all land required for stone quarries for the excavation of ballast, for permanent and temporary roads in connection with the construction, maintenance and working of the line, for stations, etc., free of charge and rent, and shall afford all reasonable assistance in procuring labour and material for the construction of the Railway. The land taken up for temporary purposes will be restored to the State as soon as the necessity for it ceases.

#### ARTICLE 6.

The State of Bhopal shall levy no duty upon any articles which may be required for the construction and maintenance of the line or for other Railway purposes, neither shall it levy duties on any articles conveyed by the Railway while they are in transit on the line.

#### ARTICLE 7.

A first, second, and third class carriage shall be appropriated for the personal use of the Ruler of Bhopal to travel in within the limits of the Bhopal State free of charge.

## ARTICLE 9.

The Nawab and his heirs and successors shall remain absolute rulers of their country, and the jurisdiction of the British Government shall not in any manner be introduced into that principality.

## ARTICLE 10.

The Nawab having exerted himself and employed the resources of his Government with zeal and fidelity in the late service against the Pindarees, the British Government, in order to mark its approbation of his conduct and to enable him to maintain the stipulated contingent, hereby grants to the Nawab, his heirs and successors in perpetuity the five mehals of Ashta, Jehawar, Schorc, Doorahia, and Daveepoora to be held by them in exclusive authority.

## ARTICLE 11.

This Treaty, consisting of eleven articles, having been concluded at Raïseen and signed and sealed by Captain Stewart and by Kurrum Mahomed Khan Bahadoor and by Shahzad Musseeh Sahab, Captain Stewart engages to obtain the ratification of the Governor-General within three weeks from this date; and Kurrum Mahomed Khan and Shahzad Musseeh engage to obtain the ratification of the Nawab Nuzzur Mahomed Khan in two days.

*Done at Raïseen, this 26th day of February A.D. 1818, corresponding with the 20th of Rabbee-ul-sanee, 1233 of the Hegira.*

L. S.

(Sd.) J. STEWART.

L. S.

" KURRUM MAMOMED KHAN.

L. S.

" SHAHZAD MUSSEEH SAHEB.

Company's  
Seal.

(Sd.) HASTINGS.

This Treaty was ratified by His Excellency the Governor-General at Lucknow on the 8th day of March 1818.

will remain in my possession. The lands of the Baree pergunnah now remaining khalsa, yielding about Rupees 60,000 per annum, together with the cusba town of Baree, have been allotted to me in addition as a new jaghire. The garden and sacred tomb (of my late husband), with the lands originally attached to them for their due maintenance yielding about Rupees 33,000 per annum, together with my present residence, the Baolee Bagh, the Nuzur Gunj dookans, my mosque, &c., and the paora called by my name, will also continue in my possession. The Nawab is to refrain from interfering in any way with my possession and control of this jaghire, and from seeking to do injury to my life in any way. I in like manner engage to refrain from all interference with the affairs of the State and the direction thereof by the Nawab, and from seeking to do any injury to his life: the Government of India holding either party responsible for any breach of these engagements. It is requested that the signature of His Lordship be attached to the deeds of Agreements of both parties in ratification thereof, that they may prove, if required, a full assurance on any future occasion. I will show every consideration and the most cordial affection to the Nawab due to him as my son.

(Sd.) By the Begum Kudsia's mark.

# TRANSLATION of the AGREEMENT of the NAWAB NAZZUR-OD-DOWLAH the NAWAB JEHANGIR MAHOMED KHAN, NAWAB of BHOPAL, submitted for the ratification of the RIGHT HONOURABLE the GOVERNOR-GENERAL of INDIA in COUNCIL.

Whereas the Right Honourable the Governor-General of India in Council, upon learning the existence of the dissensions which had arisen between me and the Begum Qoodsia, my respected mother, addressed orders to the effect that on the Begum's consigning the entire management of the affairs of the State into my hands, His Lordship would grant the guarantee of the British Government for the security of the Begum's life; and Whereas the Begum signified her acquiescence in these orders in a khureeta addressed to Mr. Lancelot Wilkinson, Political Agent at Bhopal; and as the Agent desired that a suitable provision be made by way of jaghire for the Begum; and Whereas the Begum has consigned into my hands the sole management of the affairs of the State: I therefore have, with a view of promoting the comfort of the Begum, according to the advice of the abovementioned gentleman, agreed to grant the jaghires, &c., as beneath fixed; and I engage that the Begum's original jaghire including the sayer duties attached thereto, and the fort and lands of Islamnuggur yielding about Rupees 17,000 or Rupees 18,000 per annum, remain as heretofore in Her Highness's possession. The lands of the Baree pergunnah which are now khalsa, together with the cusba of Baree, are allotted to Her Highness in addition to her old jaghire. The garden and tomb (of the late Nawab), with the land

of your State which may be legitimate according to Mahomedan law will be upheld.  
Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

*Dated 11th March 1862.*

A similar Sanad was granted to the Nawab of Jaora.

## NO. CII.

KHURRETA from HIS EXCELLENCY the VICEROY, to HER HIGHNESS NAWAB SHAH JEHAN BEGUM of BHOPAL, dated 30th November 1868:

I have received your khureeta dated 3rd November, reporting the death of your mother, Nawab Secunder Begum, G.C.S.I. This sad intelligence has been to me a cause of great sorrow, for in her the British Government has lost a staunch ally and a most devoted friend. I grieve, too, when I think of the sadness which must at present overwhelm you, and I wish you to know how heartily I sympathize with you in your bereavement. I have already caused to be forwarded to you, through the Agent, a copy of the Notification which the Government of India caused to be published on receiving the news of the demise of your lamented mother. At the same time, I desire to offer to you my congratulations on your accession to the musnud of Bhopal, and to express my hope that you, by wisely administering the affairs of the State, will prove a worthy successor to her whose loss we deplore. Be assured that the British Government is ready to extend to you the same regard and friendship as it did to your mother.

In compliance with your request, I have much pleasure in recognizing your daughter, Sultan Jehan Begum, as heir to the throne of Bhopal.

## NO. CIII.

SUPPLEMENTARY ARTICLE to the TREATY of 1818 A.D. (1233 HEGIRA), between the STATE of BHOPAL and the BRITISH GOVERNMENT,—1849.

Whereas the 6th Article of the Treaty of 1818 A.D. (1233 HEGIRA) between His Highness the Nawab of Bhopal and the Honourable the East

Service Troops, though British Officers are employed in order to instruct and inspect the said troops ;

It is hereby agreed between the Governor General of India of the one part and Her Highness Nawab Shah Jehan Begum, G.C.S.I., C.I., Ruler of Bhopal, of the other as follows, namely :—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed and such officer shall by virtue of this agreement be authorised to administer in respect to the said troops so serving the military laws and regulations to which they are subject under the laws of the said State and for that purpose and for the due preservation of discipline among the same to convene all such courts and to issue all such orders and to pass all such judgments and sentences and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Bhopal State when the said troops are serving within the territorial limits of the said State. Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of Her Highness the Begum or of some person to whom the requisite authority has been delegated by her.

2. In order further to ensure the efficiency of the said Imperial Service Troops and the maintenance of discipline among them when serving along with Her Majesty's forces the said Nawab Shah Jehan Begum, G.C.S.I., C.I., Ruler of Bhopal, has embodied in the disciplinary law of her State applicable to the said Imperial Service Troops when employed on active service either within or without British India the provisions *mutatis mutandis* of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent, or Force aforesaid.

(Sd.) SHAH JEHAN BEGUM.

Signed on the 17th April 1899 at Bhopal.

(Sd.) L. S. NEWMARCH,

*Political Agent in Bhopal.*

Approved and confirmed by the Government of India.

By order,

H. S. BARNES,

*Secretary to the Government of India, Foreign Department.*

SIMLA ;

*The 7th May 1901.*

respect to the contingent, has duly reached me, informed me of what I was previously ignorant, and removed the doubts from my mind which I had wished cleared away. Your letter states that the Supplementary Article of the Treaty of 1818, dated 29th November 1849, fixed at two lakhs of Rupees the annual contribution of the Bhopal State for the perpetual maintenance of a contingent of all arms commanded by British officers, for the security of the Bhopal Government; on this account a force of British European troops was stationed at Sehore, which by reason of damage to discipline was subsequently removed to Saugor and Mhow in order that a force, efficient and powerful be always available to afford support to the Bhopal Government in lieu of the former contingent; that the Bhopal levy and Central India Horse will be available for the ordinary duties of the former contingent. Although by this disposition there is an apparent difference from the terms of the said agreement with regard to the late contingent, yet in reality it is a practical fulfilment of the terms of the Supplementary Article; for greater security and support is afforded to the Bhopal Government by the presence of European troops at Saugor and Mhow than was provided for by the former arrangement.

Under these circumstances it is most desirable that there should be no ground for misconception, and that the views of the Bhopal Government should coincide with those of the British Government. My friend, when these words of sound advice were well understood by me, viz., that the British Government in lieu of former arrangements had by the existing disposition of troops taken upon itself more efficient measures for the security and protection of the Bhopal State, they imparted perfect satisfaction to me; in truth the new disposition is in accordance to my views and has removed all grounds for anxiety or misconception.

## NO. CV.

ARTICLES of AGREEMENT between the GOVERNMENT of INDIA and HER HIGHNESS the NAWAB SHAH JAHAN BEGAM, RULER of BHOPAL, G.C.S.I., M.C.I., for the construction of a Railway within the STATE of BHOPAL,—1880.

## ARTICLE I.

Her Highness the Nawab Shah Jahan Begam, Ruler of Bhopal, agrees to give the sum of thirty-five lakhs of Rupees and Her Highness the Kudsia Begam agrees to give the sum of fifteen lakhs of Rupees towards the construction of a Railway between the Great Indian Peninsula Railway and the City of Bhopal, and if possible the Cantonment of Sehore, the whole amount to be paid in four annual instalments commencing from the month of January



Dated at Bhopal this thirtieth day of August 1880, corresponding with the twenty-third day of Ramzan, A. H. 1297.

Seal of Nawab  
Shah Jahan  
Begam.

(Sd.) SHAH JAHAN BEGAM  
(in Persian).  
W. F. PRIDEAUX,  
*Political Agent, Bhopal.*

This agreement was approved and confirmed by His Excellency the Viceroy and Governor General in Council at Simla on the 16th September 1880.

By Order of His Excellency the Viceroy and Governor General in Council.

(Sd.) A. C. LYALL,

Secretary to the Government of India  
in the Foreign Department.

FOREIGN DEPARTMENT,  
SIMLA:  
The 17th September 1880.

NO. CVI.

SUPPLEMENTARY AGREEMENT between the GOVERNMENT of INDIA and HER HIGHNESS the NAWAB SHAH JAHAN BEGAM, RULER of BHOPAL, G.C.S.I., M.C.I., relative to the construction of a railway in the BHOPAL STATE,—1887.

Whereas on the 16th day of September 1880 an agreement was made between the Government of India and Her Highness the Begam of Bhopal which provided, amongst other things, for the construction of a railway between the Great Indian Peninsula Railway and the city of Bhopal; and whereas, owing to the death of the late lamented Kudsia Begam, and to the course of other events, the circumstances contemplated by that agreement have been to some extent changed; and whereas it is desirable to bring the terms of that agreement into conformity with the altered condition of affairs: Now, therefore, the Government of India and Her Highness the Begam of Bhopal do hereby make and enter into a supplementary agreement as follows:—

I.—Article II in the agreement of the 16th September 1880 is cancelled.

close of the period for which the accounts are made up: now therefore the Government of India and Her Highness the Begam of Bhopal do hereby make and enter into a Supplementary Agreement as follows:—

1. For Article 3 of the Supplementary Agreement of the 30th June 1887, the following words are substituted:—

### ARTICLE 3.

"The profits accruing on the aforesaid Railway shall be divided in proportion to the capital contributed by each party at the close of the period for which the accounts are made up. In the event of the Railway being worked at a loss during any half-year or other period for which the accounts may be made up, such loss shall be borne by the British Government and the Ruler of Bhopal in the same proportions."

This Agreement shall take effect from the 1st January 1891.

(Sd.) SHAH JEHAN BEGAM.

" A. MARTINDALE,

*Offg. Political Agent, Bhopal.*

*The 14th October 1890.*

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

(Sd.) W. J. CUNNINGHAM,

*Offg. Secy. to the Govt. of India.*

FOREIGN DEPARTMENT,  
CAMP AGRA:  
*The 2nd December 1890.*

### NO. CVIII.

TRANSLATION of a YADDASHT from HER HIGHNESS the NAWAB SHAH JEHAN BEGAM of BHOPAL to LIEUTENANT-COLONEL H. WYLIE, C.S.I., POLITICAL AGENT of BHOPAL, dated 6th Rabi-us-sani 1306 A. H. = 10th December 1888 A. D.

*After the usual compliments.*—I received Colonel Ward's letter to my address, dated the 23rd Rabi-ul-Awal 1306, together with translation of your

was imposed on each in equal proportions. The amount appears to have varied between Rs. 65,000 and Rs. 85,000 a year.

In 1818 the Chief in possession of Rajgarh was Nawal Singh, who succeeded to the gadi by the assassination of his brother. On the introduction of the British authority into Central India, the mediation of the British Government was exercised to effect an arrangement for the payment of the tribute due to Sindhia. Talain and several other villages were made over to Sindhia in payment of all his claims against the Rawat and a written Agreement (No. CXV) was executed by the Rawat, giving to the British Government alone the right to mediate in the affairs of the principality. Another Agreement (No. CXVI) was mediated between the Rawat and the Puars of Dewas for the settlement of the Rawat's claims on the Dewas district of Sarangpur. These claims were to a share in the land revenue, amounting in some villages to a fourth and in others to a third, a corresponding share in the sayar and transit duties, and an indefinite proportion of rent-free lands in every village. The claims on the land revenue were commuted to an annual payment of Bhopal Rs. 4,101, and the other claims to a payment of Rs. 1,001.

In 1831 Rawat Nawal Singh committed suicide, and was succeeded by his nephew Moti Singh. At his urgent entreaty Sindhia restored Talain on the condition (No. CXVII) that he would pay the former tribute of Rs. 85,000.

In 1846, in consequence of the mismanagement of Moti Singh, the British Government interfered to settle the administration of Rajgarh. This was ostensibly undertaken by Khok Singh, the uncle of the Chief, aided by Ram Lal as diwan, who indeed was the virtual manager. The latter in November 1847 accidentally lost his life, and the territory was then placed under the management of an officer subordinate to the Political Agent at Bhopal. The Chiefship was restored to Moti Singh in 1856 free of debt, on the express understanding that the revenue leases which had been made for twenty years should be maintained.

In 1871 Moti Singh openly announced his conversion to the Mussalman religion and took the name of Muhammad Abdul Wasih Khan. He received the title of Nawab from the British Government in 1872. In 1875 he went on a pilgrimage to Mecca.

In 1880 the State abolished all transit-duties on salt passing through its territories (No. CXVIII), and received as compensation from the British Government 150 maunds of salt annually, to be delivered at Indore free of cost. In 1881 this compensation was, in common with the payments in

This Agreement was ratified by the Governor-General of India in Council at Calcutta on the twenty-first day of February A. D. 1882.

(Sd.) C. GRANT,

Secy. to the Govt. of India,  
Foreign Dept.

## NO. CX.

Dated Indore Residency, the 11th April 1892.

From—R. J. CROSTHWAITE, Esq., C.S.I., Agent to the Governor General in  
Central India,

To—Her Highness NAWAB SHAH JAHAN BEGUM, G.C.S.I., C.I., of Bhopal.

MY ESTEEMED FRIEND,

When His Excellency the Viceroy and Governor General of India visited Your Highness at Bhopal in the month of November last, His Excellency was pleased to inform Your Highness that you and your successors would be exempted for the future from the obligation to present a nazam at interviews with the Governor General. His Excellency moreover told Your Highness that, as a mark of good will and in token of the regard entertained for Your Highness by the Government of India, he was glad to have an opportunity to make this announcement.

No written communication on this subject having yet been made to Your Highness, I am now authorised to convey to you in writing the announcement in question, and I am pleased to be the means of conveying to Your Highness information of this gratifying nature.

## NO. CXI.

AGREEMENT between the GOVERNOR GENERAL of INDIA and  
HER HIGHNESS NAWAB SHAH JAHAN BEGUM, G.C.S.I.,  
C.I., RULER of BHOPAL, regarding the IMPERIAL SERVICE  
TROOPS of the BHOPAL STATE.

Whereas Her Highness Nawab Shah Jehan Begum, G.C.S.I., C.I., Ruler of Bhopal, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire; and Whereas it is necessary that the Imperial Service Troops of the Bhopal State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army; and Whereas it is not the wish or intention of the Government of India that a British Officer should be appointed to command any Corps of the Imperial

he attacked the British forces near that place, and was killed in the engagement. Upon Subhag Singh recovering from his imbecility, he was again entrusted with the rule. After his death in 1827, Chain Singh's widow adopted Hanwant Singh, who died in March 1873, when his grandson, Pratap Singh, then 23 years of age, was recognised as his successor. On this occasion Holkar demanded succession nazarana, but his claim was not admitted by Government.

The hereditary title of Raja was conferred on the Chief and his heirs by a Sanad (No. CXXII) in May 1872.

In 1880 the State abolished all transit duties on salt passing through its territories (No. CXXIII), and received as compensation from the British Government 150 maunds of salt annually, to be delivered at Indore free of cost. In 1881 this compensation, in common with the similar payments in kind made to other States, was commuted to an annual money payment of Rs. 618-12-0 (No. CXXIV).

On the 1st January 1884 the Narsinghgarh State abolished all transit duties within its territory, with the exception of that on opium (No. CXXV), and in the same year the Chief contributed Rs. 56,000 towards the construction of the Biaora-Sehore road, which passes through his capital.

Pratap Singh died without issue in April 1890, and was succeeded by his uncle, Mahtab Singh. On the death of the latter without issue on the 8th November 1895, he was succeeded by his cousin's son, Arjun Singh, who was born on the 10th January 1887. During his minority the State is being managed under the direct superintendence of the Political Agent. Arjun Singh is being educated at the Mayo College, Ajmer.

Narsinghgarh pays a tribute of Hali Rupees 85,000 to Holkar under the mediation (No. CXXVI) of the British Government. The Chief receives a tankha of Hali Rupees 1,200 from Sindhia, and another of Rs. 5,102 from Dewas under British mediation (Note to CXVI). The tankha from Sindhia is paid through the Political Agent and that from Dewas direct; no deductions are made from these tankhas.

The area of Narsinghgarh is 741 square miles; the population, by the census of 1901, is 92,093; and the revenue about Rs. 5,00,000.

The military forces consist (1905) of 36 cavalry, 95 infantry, 23 artillery men, and 1 serviceable and 8 unserviceable guns.

The Chief receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1857.

The State pays nazarana on succession to the British Government, ~~the~~ governed by the rules for the mediatized Chiefs.

## (II). MEDIATIZED CHIEFS IN THE BHOPAL AGENCY.

UNDER this Agency, besides eighteen (excluding the lapsed State of Larawal) Chiefs and Thakurs whose relations with their immediate superior have been mediated and guaranteed by the British Government, there are three petty Chiefships, Kurwai, Muhammadgarh, and Maksudangarh, immediately dependent on the British Government itself. The Political Agent has also charge within certain limits of isolated districts belonging to the States of Gwalior,\* Indore,† Tonk,‡ and Dewas.§

All the Chiefs and Thakurs under this Agency, whether immediately dependent on, or mediated and guaranteed by, Government have adopted British currency, and the special arms rules.

*Chiefs immediately dependent on the British Government.*

## 1. KURWAI.

This Chiefship was founded by an Afghan named Muhammad Diler Khan, a Firoz Khel of the Tirah or Khyber district, and a contemporary of Dost Muhammad of Bhopal, with whom he was at one time in alliance for the division of their common acquisitions in Central India. He first entered the service of the Raja of Datia in Bundelkhand, and afterwards, about 1726, that of the Raja of Basoda. On the death of the Chief of Kurwai he seized the State. On the death of Nawab Muhammad Diler Khan the State was divided between his sons, the elder, Muhammad Izzat Khan, receiving Kurwai, and the younger, Ahsanulla Khan, receiving Muhammadgarh and Basoda.

Kurwai during the decline of the Moghal Empire obtained power and dominion equal, if not superior, in extent to that of Bhopal, but suffered great spoliation at the hands both of the Marathas and Pindaris. In 1818 the Chief applied to the Resident at Bhopal for protection against the oppression of Sindhia's local officials in the neighbouring districts, and it was arranged that he should remain in the undisturbed possession of his territory.

In 1820 Muhammad Akbar Khan, an illegitimate son of Nawab Hurmat Khan, the successor of Muhammad Izzat Khan, seized the State. The

\* In Gwalior, Shujawalpur, Sundarsi, and Sonkach.

† In Indore, Sundarsi, and Hirapur.

‡ In Tonk, Sironj.

§ In Dewas, Sarangpur.

The State pays Rs. 220 a year as tankha to the Thakur of Agra Barkhera.

The Chief holds what may be considered a constructive guarantee from the British Government for the independence, security, and continuance of his possessions (CXIII). All matters connected with the succession to Kurwai are regulated by the British Government.

The area of Kurwai is 111 square miles; the population, according to the census of 1901, is 13,634; and the revenue about Rs. 37,000. The State possesses (1905) 2 serviceable and 7 unserviceable guns.

The State is liable to the operation of the nazarana rules.

## 2. MUHAMMADGARH.

This State was originally part of Kurwai, and was given as a portion to a younger son of the Chief in 1753. It pays no tribute to any State and is directly dependent on the British Government.

In 1875 the daughter of the Nawab was married to Mian Yasin Muhammad Khan of Bhopal, a son of Nawab Faiz Muhammad Khan, who was great uncle to the Shah Jahan Begam of Bhopal.

On the 1st June 1884 the Chief abolished transit duties within his territories.

Hafiz Kuli Khan, who succeeded in 1842, died on the 2nd November 1896, and was succeeded by his only son, Hatim Kuli Khan, who was born on the 2nd September 1864.

The area of Muhammadgarh is 29.1 square miles; the population, by the census of 1901, is 2,944; and the revenue is about Rs. 7,000.

The State is liable to the operation of the nazarana rules.

## 3. MAKHUDANGARH.

This Estate, which originally formed part of the Estate of Raghunagarh (one of the Gwalior mediatized Chiefs), was granted to Raja Bairi Sal about the year 1816 by Colonel Jean Baptiste on the part of the Maharaja of Sindhia. It does not possess a British guarantee. Since the establishment of the Bhopal Agency, however, the internal administration of the Estate has invariably been conducted under the supervision of the Political Agent, Bhopal; and boundary disputes have been settled by the Boundary Settlement Officer of the Agency without interference on the part of the Gwalior Darbar, to which, moreover, it pays no tribute.

The present Chief, Raghunath Singh, succeeded to the Estate in 1864, having been adopted by his predecessor, Raja Chhatarsal. He was born on the 13th August 1849, and has no heir.

annually. In his administration he is subordinate to the Political Agent in Bhopal, and no direct interference by any State is admitted.

In 1818 Dhabla-Dhir and Kakar-Kheri, which some years before had been jointly held by Gudar Singh, had become divided and separated under his sons, Subhag Singh and Lal Singh, the former being the founder of the Dhabla-Dhir branch. Subhag Singh, with whom the settlement was made in 1818, died in 1855, and was succeeded by his nephew and adopted son, Raghunath Singh, whose brother, Chand Singh, succeeded to Kakar-Kheri.

In 1871 Thakur Raghunath Singh was convicted of a criminal offence and sentenced to transportation for life. By his transportation the family of Subhag Singh became extinct, as sanction to adopt an heir was refused to his wives in consequence of their guilty cognizance of his crime. Government, however, did not treat the Estate as an escheat, but allowed it to descend in the same way as it would have done had Gudar Singh been alive. By this decision both branches of the family were united in the person of Chand Singh of Kakar-Kheri.

The title of Chand Singh to the tankha of Rs. 600 a year, received by his predecessor Raghunath Singh, was questioned by Holkar on the ground that the tankha was a stipendiary service allowance, but Government decided that there was nothing in the sanad to Subhag Singh to justify that view, and that, in pursuance of its general policy in respect to all guaranteed holdings, Government must be the judge whether the circumstances of any case allowed of forfeiture.

Thakur Chand Singh also held under an agreement (see third footnote to No. CXLIV), mediated in 1831 and guaranteed by the British Government, the village of Sadan-Kheri in Shujawalpur (Gwalior), on a quit-rent of Rs. 175, subject to a deduction of 2 per cent., or Rs. 3-8-0, on the transfer of the parganna to Sindhia. Since 1898, however, Sadan-Kheri has been treated as a separate Jagir and is no longer held by the Thakur of Dhabla-Dhir.

A tankha of Rs. 800 (No. CXL) was formerly paid to the family of Subhag Singh. This agreement, which is signed by the British authorities, also recognises the grant of Kakar-Kheri to the family of Lal Singh, whose representative Chand Singh now is.

The population of this little Thakurate is 1,778 according to the census of 1901, and the revenue is estimated at about Rs. 10,000 a year. The area is 12 square miles.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.



The area of Basoda is 40·5 square miles; the population, by the census of 1901, is 4,897; and the revenue about Rs. 19,000. The State is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 2. TAPPA.

This Estate, which consists of twelve villages in the Gwalior pargana of Sonkach, was granted by Maharaja Daulat Rao Sindhia (No. CXIV) in 1822 to Thakur Rup Singh, the Political Agent in Bhopal, through the offices of Major Close, the Resident at Gwalior.

The Estate continued in the possession of the family of the original grantee till the demise in March 1865, without issue, of his last surviving descendant, Thakur Kishor Singh, a youth of nineteen years of age. The mother and widow of the deceased Thakur then proposed the adoption of Takht Singh, a distant relative of the latter and descended from a common ancestor, as heir to the Jagir. The Gwalior Darbar concurred in this proposal, on the condition that the adopted heir should pay to the Darbar the prescribed nazarana of one-fourth of the net revenue of the Estate. The succession of Takht Singh was thereupon recognised by Government, and the Estate was made over to the young Thakur in 1877. Takht Singh died on the 17th December 1900, and was succeeded by his son, Bhim Singh, who was born in 1894.

The area of Tappa is 15 square miles; the population, according to the census of 1901, is 582; and the revenue is about Rs. 3,400 a year. The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 3. RAJGARH.

The power of the Umats, an inferior class of Rajputs, was established in the district known as Umatwara in the seventeenth century by two cousins, named Mohan Singh and Parasu Ram, who assumed the titles of Rawat and Diwan, and made a division of their possessions, the Rawat retaining five villages in excess of the portion of Diwan as an acknowledged-ment of his superior birthright. The ancestors of the family, who were proprietors of large herds of camels, came from Mewar in A.D. 1442. Out of the division abovementioned, which took place in 1681, arose the separate Chiefships of Rajgarh and Narsinghgarh. On the Maratha conquest of Malwa about 1770 the Umats were compelled to submit in common with other States, but they appear to have obtained unusually easy terms. The Rawat became tributary to Sindhia and the Diwan to Holkar. Tribute

The tankhas are held on the same conditions as in the case of Dhabla-Dhir (No. 8), and the relations of the Thakur to the respective Darbars and to the Political Agent of Bhopal are the same.

The Thakur holds also the Grant (No. CXLIV) of two villages in Shujawalpur (Gwalior) under the guarantee of the British Government, and pays a quit-rent, which formerly amounted to Rs. 925. On the death in 1870 of Thakur Sheodhan Singh, the Gwalior Darbar wished to resume these villages, but at the instance of the Government of India it continued the grant on an increased quit-rent of Rs. 1,075.

Thakur Ranjit Singh, son of Sheodhan Singh, died on the 9th April 1888, and was succeeded by his son, Onkar Singh, the quit-rent being increased, after some correspondence, to Rs. 1,275 a year, with the sanction of the Government of India. Thakur Onkar Singh died on the 26th April 1899, and in April 1900 the Government of India sanctioned the succession of Thakur Baijnath Singh, son of Thakur Madan Singh of Kamalpur, who relinquished his claim to the Kamalpur Jagir. Thakur Baijnath Singh died on the 1st January 1906, and was succeeded by his only son, Shimbhu Singh, born on the 24th December 1902, during whose minority the administration has been entrusted jointly to his grandfather, Thakur Madan Singh of Kamalpur, and to a kamdar.

The population of Daria-Kheri is 442 by the census of 1901, the area is 6 square miles, and the Thakur's income is about Rs. 7,500 a year.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## II. KAMALPUR.\*

The Thakur of Kamalpur receives the following tankhas from Sindhia under agreements mediated in 1818:—

Under Agreement No. CXLI (1st annexure)	Rs. 4,300
	(Bundi)
„ „ No. CXXXVI (1st „ )	300
	(Ujjain Hali)
Total Rs.	4,600

The conditions of the tankhas and the relations of the Thakur to the Chief and to the British authorities are the same as in the case of Dhabla-Dhir (No. 8). The Thakur also holds a village in Shujawalpur under British guarantee (1st annexure to No. CXLIV) on a quit-rent which

\* Malcolm's "Malwa," No. 10 of Schedule No. I I.

kind made to other States in the same circumstances, commuted to an annual payment of Rs. 618-12-0 (CXIX).

Nawab Muhammad Abdul Wasih Khan died in October 1880, and was succeeded by his son, Bakhtawar Singh, who, notwithstanding his own adherence to the Hindu faith, retained all the Muhammadan officials appointed by his father. He died in November 1882, when his son, Bal Bahadur Singh, aged 24 years, succeeded him. On the occasion of Bal Bahadur Singh's installation the young Rawat and other members of the Rajgarh family were, by the help of the Chiefs of Narsinghgarh and Khilchipur, again admitted to the brotherhood of their caste—a concession which the late Chief had shown much anxiety to secure. In November 1885, on the occasion of the Viceroy's visit to Indore, the hereditary title of Raja was conferred on the Rawat (No. CXX).

In December 1883 the Chief agreed to abolish all transit duties within his territory, with the exception of that on opium (No. CXXI). Bal Bahadur Singh died without issue on the 19th January 1902, and was succeeded by his uncle, Beni Singh, who was born in 1851.

The Raja pays a tribute of 85,000 Chanderi Rupees to Sindhia on account of the Talain pargana, and also 1,050 Kota Rupees to the Jhalawar Chief for Kalipit. He receives from Sindhia Hali Rupees 3,187 annually. Reports of crime are furnished by the Darbar to the Political Agent, and the tribute to Sindhia is paid through him.

The area of Rajgarh is 962·2 square miles; the population, according to the census of 1901, is 88,376; and the revenue is about Rs. 4,50,000. The military force consists (1905) of 7 artillery men, with 4 serviceable and 2 unserviceable guns.

The Chief receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867. The State pays nazarana on succession to the British Government, though governed by the rules for the mediatized Chiefships.

#### 4. NARSINGHGARH.

Parasu Ram, the founder of the Rajput State of Narsinghgarh, succeeded his father, Ajab Singh, in 1660 as Minister to the Rawat of Rajgarh. In 1681 he compelled the Rawat to divide his territory with him; Narsinghgarh thus became a separate Chiefship. In 1819 Chain Singh succeeded his father, Subhag Singh, who was fifth in descent from Parasu Ram, and had become imbecile, as Chief of Narsinghgarh. Owing to a difference with the Political Agent at Schore,

The conditions of the tankhas and the feudal relations of the Chief are the same as in the case of Dhabla-Dhir (No. 8). The Thakur holds (second annexure to No. CXLIV) a village in Shujawalpur on a quit-rent of Rs. 1,050. Gopal Singh, who succeeded Gobardhan Singh in 1834, died on the 12th April 1900, and was succeeded by his son, Chand Singh, who was born on the 12th August 1859. On this succession the quit-rent payable to the Gwalior Darbar was raised to Rs. 1,250.

In January 1902 the Gwalior Darbar objected to the establishment by the Thakur of a new *hat* in his Estate, and to his levying dues on goods brought to it; but, the Estate being guaranteed, the Government of India declined to interfere with the action of the Thakur.

The area of Dhabla-Ghosi is 6 square miles; the population, by the census of 1901, is 668; and the Thakur's revenue is about Rs. 9,500.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 13. KHARSIA.

The Thakur of Kharsia receives from Sindhia a tankha of Hali Rupees 1,750 under an Engagement (No. CXLVIII) mediated in 1818. The conditions of the tankha and the relations of the Thakur are the same as in the case of Dhabla-Dhir (No. 8), but no village goes with the tankha in the case of Kharsia. Balwant Singh, who succeeded to the gadi in 1876, died on the 19th September 1905, and was succeeded by his son, Onkar Singh, who was born on the 14th October 1897.

Thakur Onkar Singh and Bhawani Singh, Thakur of Jhalera (No. 14), receive annually under an Engagement (note to No. LXXXIII) granted by Tukaji Rao Puar, Chief of Dewas, Senior Branch, an allowance of Rs. 225 (see Indore).

In 1901 the census of Kharsia was taken by the Indore Darbar, with the consent of the Government of India, and the population was included in the Darbar's return.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 14. JHALERA.\*

The Thakur of Jhalera receives from Sindhia a tankha (see annexure to No. CXLVIII) of Hali Rupees 1,200, which was originally granted to Fateh Singh, and a moiety of Rs. 225 a year granted by the senior Chief of

\* Malcolm's "Malwa," No. 21 of Schedule No. 11.

## 5. KHILCHIPUR.

The first member of the Khilchipur family who settled at the capital was named Ugar Sen; he founded the Khilchipur branch of the Khichi clan of Rajputs in the year 1544, being compelled to leave his ancestral home at Mau Gargon by the Emperor Humayun of Delhi. The representative of the family accorded allegiance to the Maratha rulers and became tributary to Maharaja Sindhia in the year 1793.

On the death in 1819 of Diwan Durjan Sal, Chief of Khilchipur, his mother and widow placed in power a youth named Balwant Singh, whose claim to the succession was inferior to that of many other members of the family and particularly of Aman Singh. The different claimants appealed to the Gwalior Darbar, which requested that the case might be decided by the British Government. Aman Singh was proved to be the nearest heir, but as he was at feud with the other branches of the family, it was decided in 1819 (No. CXXVII) that his infant son, Sher Singh, should succeed under the nominal supremacy of the elder Rani, the mother of Durjan Sal. On this occasion the Gwalior Darbar voluntarily remitted the nazarana which they were entitled to claim.

Sher Singh was succeeded in 1869 by his nephew, Amar Singh, then aged thirty-five, whose adoption had previously been recognised by the Gwalior Darbar and confirmed by the British Government. The title of "Rao Bahadur" was conferred on the Chief in April 1873 as a hereditary distinction, by a Sanad (No. CXXVIII). On the occasion of the Delhi Durbar, held on the 1st January 1877, Amar Singh Bahadur was granted a personal salute of 9 guns; but subsequently, in 1878, this was converted into a permanent one.

In 1884 the Chief remitted all transit dues, except those on opium (No. CXXIX). Amar Singh died on the 28th March 1899, and was succeeded by his son, Bhawani Singh, the present Chief, who was born in 1867. A tribute of Bundi Rupees 13,500 was payable by the Chief to Maharaja Sindhia, who, however, assigned the tribute to the British Government in 1844, for the maintenance of the Gwalior Contingent (No. CXXX). The amount of the tribute in the British currency is Rs. 11,134-3-6, and it is paid in 3 equal instalments.

The area of Khilchipur is 272.9 square miles; the population, by the census of 1901, is 31,143; the revenue is about Rs. 1,14,000. The military forces consist (1905) of 13 artillery men and 4 serviceable guns.

The area of Hirapur is 6 square miles ; the population, by the census of 1901, is 448 ; and the yearly receipts of the Thakur are estimated at about Rs. 7,000. As in the case of Kharsia (No. 13), the census of 1901 was taken by the Indore Darbar.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

#### 16. RAMGARH.\*

Under a settlement made in 1819 the Thakur of Ramgarh receives the following tankhas :—

	Rs.
From Holkar (No. CLIV) .	1,000 (Indore Hali).
„ Sindhia (No. CXLVIII) .	5,000 (Ujjain Hali and Bundi).
„ „ (No. CXXXVI) .	415 (Ujjain Hali).
„ „ (No. CXLV) .	1,400 (Bundi).
„ Dewas (No. CXXXVII) .	100 (Ujjain and Indore Hali).
„ Bhopal (No. CLV) .	700 (Bhopali).
Total Rs. .	<u>8,615</u>

The tankhas are held on the same conditions as in the case of Dhabla-Dhir (No. 8), and the relations of the tankhadar to the several Chiefs and to the British authorities are the same. The Dewas State deducts one rupee from its tankha. The original tankhadar was Khushal Singh. His son, Isri Singh, was succeeded by an adopted son, Kumer Singh, who was convicted of murder and forfeited his tankha. It was continued, however, to his adoptive mother, Thakurani Solankni, till her death, which occurred in 1863, when Man Singh, the son of Khuman Singh, was recognised as her successor.

Thakur Man Singh was born on the 6th April 1848. He has no son, but has adopted his brother's son, Tej Singh.

No village or land is attached to this tankha.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

#### 17. SUTHALIA.

The Jagirdar pays under a Guarantee (No. CLVI), which was mediated by the British authorities, a tankha of Rs. 3,400 to the Raja of Rajgarh,

\* Malcolm's "Malwa," No. 6 of Schedule No. II.

## 7. PATHARI.

The Nawab is a descendant of Dost Muhammad, the founder of the Bhopal family. He formerly held certain villages in the Rahatgarh district, of which he was deprived by the Maharaja Sindhia. But in 1794 the Estate was, through the mediation of the British Government (No. CXXXIII), restored to Haider Muhammad Khan, being composed of the villages included in the Estate as at present constituted. Nawab Abdul Karim Khan, who was born in 1850, succeeded his father, Haider Muhammad Khan, on the 31st December 1859.

In 1871 the mismanagement of the Nawab's mother, who had been appointed regent, compelled Government to take the Estate under management during the unexpired portion of the minority of the Nawab.

On the 1st June 1884 the Nawab abolished all transit duties in his State.

The Nawab pays no tribute to any State.

The area of Pathari is 29.60 square miles; the population, by the census of 1901, is 2,704, and the estimated revenue is Rs. 9,000.

The liability of the State to the nazarana rules has not yet been decided; but it is classed as a mediatized one, and therefore the nazarana rules for guaranteed and mediatized Chiefships apply.

## 8. DHABLA-DHIR AND KAKAR-KHERI.\*

The Thakur, Chand Singh, who was born in 1823, receives the following tankhas, which are paid through the Political Agent of Bhopal, none of the States being allowed to make any deductions from them:—

From Holkar (No. CXXXIV) . . . . .	Rs. 600 (Indore Hall).	2,800 (2,000 Ujjain Hall and 800 Bundi).	150 (Ujjain Hall) and 100 (Ujjain and Indore Hall).	" . . . . .	Dewas (No. CXXXVII) . . . . .	" . . . . .	600 (Bhopal).	" . . . . .	Bhopal (No. CXXXVIII)
									Total Rs. 4,250

The Thakur in addition to these tankhas holds the grant (No. CXXXIX), given in 1818, of three villages in Shujawalpur (Gwalior) under the guarantee of the British Government, and pays a quit-rent of Rs. 1,401

\* Malcolm's "Malwa," No. 12 of Schedule No. II, and No. 29 of Schedule No. III.

han's five sons as follows, the group of Estates being distinguished as the *Pindara Jagirs* :—

(1) *Jabria-Bhil* and *Jabri* fell to Raj Bakhsh. He died in 1874, and was succeeded by his son, Jamal Bakhsh. In 1879, in consequence of numerous complaints of maladministration, it was found necessary to take the Estate under the management of the Bhopal Agency, an allowance of Rs. 200 a month being made to Jamal Bakhsh out of its revenues. It was restored to him in 1881; he died in 1886, and was succeeded by his nephew, Yusuf Muhammad, who was born on the 5th February 1875. It was settled that the management of the property should be conducted by an Amin to be appointed by the Political Agent until the close of the minority. Yusuf Muhammad Khan was placed in charge of the Jagir in 1900 under the supervision and control of the Political Agent.

The area of *Jabria-Bhil* and *Jabria* is 5 square miles; the population, by the census of 1901, is 903; and the revenue Rs. 5,000.

(2) *Khajuri* was the portion of Ilahi Bakhsh. He died in 1859, and was succeeded by his posthumous son, Karim Bakhsh, who was born on the 26th May 1859. During his minority the Estate was placed in charge of his mother; but in consequence of her mismanagement it was in 1871 placed under the superintendence of the Political Agent, Bhopal, an allowance of Rs. 100 a month being made to Karim Bakhsh from its revenues. All the debts having been cleared by 1881, Karim Bakhsh was put in charge of the Estate.

The area of *Khajuri* is 1 square mile; the population 520, according to the census of 1901; and the revenue about Rs. 2,400 a year.

(3) *Dugri* was the share of Madar Bakhsh. He died in 1883, and was succeeded by his grandson, Khuda Bakhsh, who was born on the 26th July 1854. *Dugri* yields a nominal revenue of about Rs. 1,500 a year, but in reality it is considerably less. The population is 144 according to the 1901 census.

(4) *Piplianagar* went to Makhdum Bakhsh and Rahim Bakhsh. Makhdum Bakhsh died on the 22nd February 1892, and his only son, Raja Mian, succeeded to his share of the Estate. Raja Mian died on the 5th August 1893, and was succeeded by his son, Yusuf Muhammad Khan, who had already succeeded to the *Jabria-Bhil* Jagir. Rahim Bakhsh died on the 14th August 1901, and was succeeded by his son, Masum Bakhsh, who died on the 4th September 1903, and was succeeded by his son, Sultan Muhammad Khan, who was born in 1878. The area of *Piplianagar* is 1 square mile; the population 701 by the census of 1901; and the revenue about Rs. 2,000 a year.



From Sindhia (No. CXLI)	Rs. 2,900	(2,500 Bundi and 400 Ujjain Hal)	" (see note to No. CXXXVI)	" (Ujjain Hal)
" Dewas (No. CXLII)	200	"	"	" (Ujjain and Indore Hal)
" - Bhopal (No. CXLIII)	1,200	"	"	" (Bhopal)

10. DARIA-KHERI.\*

Rs 1,050.

The population of Sadan-Kheri is 630 by the census of 1901, the area is 2 square miles, and the Thakur's income is about Rs. 2,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediated Chieftships.

Thakur Lal Singh, who held the village of Sadan-Kheri for life, in addition to Kanher-Kheri, from Maharaja Sindhia under an Agreement (see No. CXLIV) mediated and guaranteed by the British Government, died in May 1865. The Gwalior Dabbar resumed "the village, but finally, owing to the intervention of the Agent to the Governor-General, granted it to Lal Singh's son, Mahab Singh, for life, on a quit-rent of Rs. 1,000, under a sanad dated the 11th May 1879. On the death of Mahab Singh, on the 28th December 1898, the question of the status of the Thakur was referred to the Government of India, who ruled that, although the istamari sanad granted to Mahab Singh in 1879 was for life only, and the rent was liable to enhancement by the Dabbar at each succession, yet the right of inheritance and protection was covered by British guarantee and the Dabbar could neither resume altogether nor assess at full rates. In accordance with this ruling Mahab Singh was succeeded by his son, Jaswant Singh, who was born in 1883, and the quit-rent was increased in 1905, with the consent of the Government of India, from Rs. 1,000 to Rs 1,050.

9. SADVAN-KHERI.

## No. CXII.

TRANSLATION of a YADDASHT, dated KURWAI, the 9th October 1888, from NAWAB MUHAMMAD MUNAWAR ALI KHAN, CHIEF OF KURWAI, to LIEUTENANT-COLONEL H. WYLIE, POLITICAL AGENT OF BHOPAL,—1888.

*After compliments.*—I have the honour to acknowledge receipt of your Yaddasht, dated 28th September 1888, stating that you have received a letter from the Central India Agency to the effect that the States of Bhopal and Kurwai through which the Indian Midland Railway passes have both practically ceded jurisdiction on the land taken up by the Railway, though no formal agreement has been drawn up, and that a written cession of jurisdiction should be obtained from each Chief concerned and forwarded to Indore.

2. In reply I beg to state that the civil and criminal jurisdiction on the land occupied by the Indian Midland Railway in the Kurwai State has (already) been ceded to the British Government.

## No. CXIII.

TRANSLATION of a LETTER from MAJOR HENLEY to the NAWAB of KOORWEY, dated 7th December 1820.

*After compliments.*—Having received a representation through the medium of your Agent here transmitted under your orders, I have accordingly, my friend, in compliance with your request and for your satisfaction, annexed my answer to the two articles of reference it contained.

### ARTICLE 1ST.

“The country which is now in possession of my master the Nawab Akbar Khan to be confirmed to him, his heirs, and successors by an appropriate Sunnud to be granted him.”

### REPLY.

At the time of the establishment of the authority of the Hon'ble Company in Malwa in the year 1817, corresponding with the month Magh 1225 Fussilee Sumbhut 1874, the Pergunnahs of Koorwey Laonra and Surwassa with Kirwar were in the possession of the Nawab Akbar Khan, having been held by him for twenty-four years since the death of his father the Nawab Hoormat Khan; and it having been determined by the Company's Government to preserve the order of things which existed at the above-named period of its occupation, how therefore should the possessions which then apper-

was then (1831) fixed at Rs. 700, but this amount was increased in 1884, under the sanction of the Government of India, to Rs. 1,750 a year. Since then the Gwalior Darbar have reduced the quit-rent to Rs. 1,400.

Udaji, with whom the engagements of 1818 were made, was succeeded by his son, Jujhar Singh, on whose death in 1828 the Political Agent in Bhopal, without reference to Government, recognised as his successor Moti Singh, whom the widow had adopted, and assigned Rs. 3,100 of the tankha to Moti Singh, and the remainder to the widow. The young Thakur fell into debt, and Sir R. Hamilton, the Agent to the Governor-General, of his own authority reduced the widow's allowance to Rs. 600, and assigned the other Rs. 900 for payment of the debts. But it was ruled that, although the original assignment to the widow in 1828 had not received the sanction of Government, still, as it had been enjoyed for more than twenty years, it should not have been altered without reference to Government. The full allowance was therefore restored to the widow. It was paid through the Political Agent. Jujhar Singh's widow died on the 14th March 1899, and the tankha of Rs. 1,500 enjoyed by her lapsed to the Thakur.

Moti Singh died on the 11th October 1881, and was succeeded by his adopted son, Madan Singh, with the sanction of the British Government and the consent of the Gwalior Darbar. Madan Singh was born on the 7th February 1850.

The population of Kamalpur is 589 by the census of 1901, and the Thakur's yearly receipts are estimated at Rs. 10,700.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

## 12. DHABLA-GHOSI.\*

The Thakur of Dhabla-Ghosti receives the following tankhas under a settlement made by the British Government in 1818:—

From Sindhia (No. CXL1)	Rs. ...	2,300 (Bundi)
" (No. CXXXVI)	" ...	300 (Ujjain Hall)
" (No. CXLV)	" ...	1,400 (Bundi)
" Dewas (No. CXLVI)	" ...	†100 (Ujjain and Indore Hall)
" Bhopal (No. CXLVII)	" ...	600 (Bhopali)
Total Rs.	5,000	

\* Malcolm's "Malwa," No. 11 of Schedule No. 11.  
† The amount actually paid by Dewas is only Rs. 99, *viz.*, Rs. 81 by the Senior and Rs. 18 by the Junior Branch.

## TRANSLATION of the THAKOOR'S Kuboolyut.

Thakoor Roop Sing, of Tappa Sooklia, Pergunnah Sonekutch, does hereby engage to the Government of Alijah Dowlut Rao Sindia :

Whereas the said Government has kindly granted for my maintenance the herein-mentioned villages as jaghire, and has given me a Sunnud for the said villages ;

I do hereby engage that I will keep up the said villages in proper cultivation, use them for my own benefit, and, keeping order therein to the best of my ability, pass my life in loyal submission to that Government. If anything goes wrong in the pergunnah on my account, I shall forfeit my maintenance.

*List of the villages.*

Mouzah Kanowree.	Mouzah Bhoosat.
" Doonkurkheira.	" Bahurda.
" Barowlee.	" Mohunpoora, off-shoot of
" Sooklia.	Hajeepoora.
" Beechukpoora.	" Birahmpoorec.
" Beechia.	" Jhakmia.
	" Merita.

In all 12 villages are given to me, and I have given my engagement as above.

(Sd.) THAKOOR ROOP SING.

" " HIMMUT SING.

" " KOUR PURTAB SING.

*Dated Kartik Boodee 7th 1230.*

TRANSLATION of a LETTER from RAM RAO to APPA SAHIB,—  
dated the 14th of the Second Koor.

A jaghire of 12 villages has been granted by the Government from the said year to Roop Sing of Tappa :—

Mouzah Doonkurkheira.	Mouzah Bahurda.
" Jhakinia.	" Hajeepoora.
" Beechia.	" Birahmpoora.
" Sooklia.	" Jhakmia.
" Bhoosat.	" Merita.
" Mohunpoora.	

The above 12 villages of Tappa Doonkurkheira have been assigned. You will give him possession of the said villages, and receive all others that may be held by him in ijara, etc., etc.

Devas under Sanad (No. LXXXIII) to the Thakur of Kharasia (No. 13). In all the conditions of his tankha he holds the same position as his kinsman of Kharasia. As in the case of Kharasia, no village or land accompanies the tankha. Hate Singh, who succeeded in 1884, died on the 5th March 1895, and was succeeded by his son, Bhawani Singh, who was born on the 10th September 1894.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

#### 15. HIRAPUR.\*

The Thakur of Hiraipur receives the following tankhas under engagements mediated in 1819:—

From Holkar (No. CXLIX)	...	Rs.	3,339 (Indore Hali)
" Sindhia (No. CL)	...	"	2,910 (Ujjain Hali)
" Bhopal (No. CLI)	...	"	200 (Bhopali)
Total Rs.			6,449

Since the transfer of the Nimar district to the British Government in 1860 the Rao has received Rs. 2,182-4-10 (British currency) of his tankha of Rs. 2,910 (Ujjain Hali) from the British Government, and the balance (Rs. 682 Ujjain Hali) from the Gwalior Darbar.

In other respects he has the same position as Dhabla-Dhir (No. 8). The Rao also holds (No. CLII) Hiraipur on an istimari rent of Rs. 600 under Holkar. He formerly held from the Dhar State Ahirwas and eleven other villages in Makrar, subject to a payment of Rs. 601 Hali a year. In 1905, with the sanction of the Government of India, a fresh Agreement (No. CLIII) was concluded between the Dhar Darbar and the Rao, by which the latter relinquished these 12 villages, with retrospective effect from the 31st March 1904, in return for a yearly cash payment of Rs. 150 British currency. This money is paid to the Rao through the Bhopal Agency.

Bhairon Singh died without issue in 1826, and was succeeded by his adopted son, Ram Singh. Chhatar Singh succeeded Ram Singh in 1841, and died on the 14th September 1900. He was succeeded by his grand-son, Jaswant Singh, who was born on the 21st June 1891.

\* Malcolm's "Malwa," No. 13 of Schedule No. II, and Nos. 21 and 30 of Schedule No. III.

*Memorandum of districts and villages alluded to above, as made over in commutation of tribute.*

Pergunnah of Behar	.	55 villages including the fort of Kotra,
" Tullain	.	63 "
" Ruttunpore	.	14 "
" Pachore	.	39 "
Total	.	<u>171</u> "

Total one hundred and seventy-one villages.

*Dated 1st Chait Soodee 1876 Sumbut.*

TRANSLATION of an AGREEMENT by the RAWUT NEWUL SING of Rajghur, dated 1st Chait Soodee 1876 Sumbut.

Seal of the RAWUT NEWUL SING.



Whereas it was settled with Kristnajee Pundit that the tribute from Rajghur to the Maharajah Alijah Dowlut Rao Sindia should, for the present, or Fuslee year 1226, be Rupees 23,000; and whereas Rupees 6,045 of the above sum has been paid through Kristnajee Pundit, it is now agreed that I should pay the remainder or Rupees 16,955 by giving a banker's acknowledgment for the same amount.

Whatever sums may justly be due and forthcoming from the villages now made over, on account of balances for the present year, shall be carried to my credit, and a corresponding deduction made from the amount for which the acknowledgment has been given.

TRANSLATION of a PROVISIONAL AGREEMENT concluded by the RAWUT NEWUL SING of Rajgurrh, dated 1st Chait Soodee 1876 Sumbut.

The Seal of the RAWUT NEWUL SING.



The Rawut Newul Sing of Rajgurrh has concluded, through the mediation of Captain W. Henley, the following Agreement with the British Government:—

Whatever disputes shall arise between the Rawut and the neighbouring States, or between his subjects and those of the surrounding countries, shall

in which State he holds a lease of twelve villages. Like the Rajgarh Chief, he is an Umat Rajput. The original settlement was made with Balwant Singh, who was succeeded in the jagir by his son, Mokand Singh, who again was succeeded by his adopted son, Shcoddhan Singh. Shcoddhan Singh died in July 1881, when Madho Singh, his son, became Jagirdar.

Madho Singh was Naib Suba of Agar under Sindhia, but resigned the appointment on his succession to the jagir. He died in August 1886, and was succeeded by his son, Shambhu Singh, who was born on the 6th March 1878. His grandmother (mother of Madho Singh) was appointed to administer the jagir during his minority under the supervision of the Political Agent of Bhopal. In 1896 Thakur Shambhu Singh was placed in charge of the administration of his jagir subject to the supervision and control of the Political Agent.

The area of Sulhaila is 20 square miles; the population, by the census of 1901, is 4,623; and the yearly receipts are estimated at Rs. 20,000. The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

#### 18. JABRIA-BHIL—THE PINDARA JAGIRS.\*

On the settlement of Malwa Rajan Khan, foster brother of the notorious Pindari, Chitu, was allowed to settle at Gorakhpur on an annual pension of Sonat Rupees 3,600. A few years afterwards he was allowed to return to Malwa, and his pension was commuted, in 1826, to an assignment (No. CLVII) of land in Shujawalpur (Gwalior) for his life. The grant consisted of a jagir of three villages, Piphiannagar, Khajuri, and Jabria-Bhil, and an istimari farm of Dugri and Jabri at a rent for the two villages of Rs. 500. He was afterwards assured that in consideration of his past good conduct, and if he should continue by similar behaviour to merit the indulgence, the circumstances of his family would receive favourable consideration after his death.

In 1831 the pargana of eastern Shujawalpur, in which the villages granted to Rajan Khan are situated, was transferred by the Government of India to Sindhia in exchange for other lands (*vide* Gwalior). Rajan Khan died during the negotiations for the exchange; but the villages were continued in jagir to his family, and the Gwalior Darbar was required to respect the grant. The villages were divided among Rajan

*Memorandum of districts and villages alluded to above, as made over in commutation of tribute.*

Pergunnah of Behar	.	55	villages including the fort of Kotra,
„ Tullain	.	63	„
„ Ruttunpore	.	14	„
„ Pachore	.	39	„
Total	.	<u>171</u>	„

Total one hundred and seventy-one villages.

*Dated 1st Chait Soodee 1876 Sumbut.*

TRANSLATION of an AGREEMENT by the RAWUT NEWUL SING of Rajghur, dated 1st Chait Soodee 1876 Sumbut.

Seal of the RAWUT NEWUL SING.

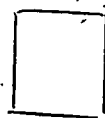


Whereas it was settled with Kristnaje Pundit that the tribute from Rajghur to the Maharajah Alijah Dowlut Rao Sindia should, for the present, or Fuslee year 1226, be Rupees 23,000; and whereas Rupees 6,045 of the above sum has been paid through Kristnaje Pundit, it is now agreed that I should pay the remainder or Rupees 16,955 by giving a banker's acknowledgment for the same amount.

Whatever sums may justly be due and forthcoming from the villages now made over, on account of balances for the present year, shall be carried to my credit, and a corresponding deduction made from the amount for which the acknowledgment has been given.

TRANSLATION of a PROVISIONAL AGREEMENT concluded by the RAWUT NEWUL SING of Rajgurh, dated 1st Chait Soodee 1876 Sumbut.

The Seal of the RAWUT NEWUL SING.



The Rawut Newul Sing of Rajgurh has concluded, through the mediation of Captain W. Henley, the following Agreement with the British Government:—

Whatever disputes shall arise between the Rawut and the neighbouring States, or between his subjects and those of the surrounding countries, shall



Questions of succession to these Jagirs, which are under the immediate supervision and control of the Political Agent, Bhopal, are decided by the British Government, and the decision is communicated to Sindhia. The Estates are liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 19. PATHARIA.

Bhim Singh, brother of Zalim Singh of Karaudia, obtained the village of Patharia in the pargana of Unchaul from Sambhaji Rao Angria on a quit-rent of Rs. 701 in the year 1839. The Engagement (No. CLVIII) is guaranteed, and the Thakur is bound to render service and to pay the quit-rent in two instalments. Raghunath Singh, who succeeded his father, Onkar Singh, in May 1884, died on the 25th February 1900, and was succeeded by his adopted son, Rai Singh, who was born in 1881. This Thakur also receives a *lankha* (No. CLIX) of Rs. 66-8 from Holkar. The family house is situated in Karaudia. The population of Patharia, by the census of 1901, is 441; revenue Rs. 2,000; and area 7 square miles. The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.



tained to the Nawab not descend to his heirs and successors? Respecting the Sunnud, in a possession which belongs to the Nawab and not to the Hon'ble Company, it would be inapplicable and is not requisite.

ARTICLE 2ND.

"Any of the brethren, kindred, subjects, or debtors of the Nawab who in opposition to his authority may prefer complaints are not to be received."

REPLY.

From a State not appertaining to the Hon'ble Company it is not customary for the officers of the Company's Government to attend to representations preferred in opposition to the ruling authority of such State. In the case of the claims preferred by Erradut Khan, the brother of the Nawab, they were advantageously settled in order to the prevention of future disputes according to advice given at the Nawab's solicitation.

(True translation.)

(Sd.) W. HENLEY.

NO. CXIV.

TRANSLATION of a SUNNUD from SOOBH RAYE SREE DOWLAT RAO SINDIA, to ROOP SING, Girassia of Tuppa,—dated 1223 Hijree or 1822 A.D.

A new jaghire has been assigned to you from the above-mentioned year consisting of villages from the Sonekutch pergunnah as follows:—

Mouzah Doonkurtkeira.	"	Mouzah Merita.
Birahmpooree.	"	Mohunpoora.
Sooklia.	"	Jhakina.
Kanowree.	"	Bhoosat.
Barowlee.	"	Bahurda.
Beechnukpoora.	"	

In all 12 villages are given to you by agreement from the said year by this Government; you should hold possession and enjoy the said villages, disbur-ing the income therefrom and keeping order in the district. Any breach of peace in the mehal occurring, on your account or on that of any other, should be cognizable to, or punishable by you. Let this not be deviated from. If anything goes wrong in the "mehal," or oppression takes place, the said villages shall not be continued in your possession.

Dated 23rd of Mohurrum.

agreed between the Government of India and the Chief of Rajgarh as under :—

1. The Chief of Rajgarh undertakes to abolish all transit duties of whatever description on all salt passing through the Rajgarh territory.

2. The British Government, in consideration of the loss which the abolition of the above duties will entail, agrees to deliver to the Chief of Rajgarh, free of cost at Indore, 150 maunds of salt annually.

This Agreement to have effect from the 1st August 1880, being the date on which the duties in question were abolished.

Dated at Indore this 24th day of October 1881, corresponding with the first day of Kartik Sudi Sumvat 1938.

(Sd.) RAWAT BAKHTAWAR SINGH.

„ LEPEL GRIFFIN,

*Agent to the Governor-General for Central India.*

Seal.

(Sd.) RIPON,

*Viceroy and Governor-General of India.*

This Agreement was ratified by the Governor-General of India in Council at Calcutta on the twenty-first day of February A.D. 1882.

(Sd.) C. GRANT,

*Secretary to the Government of India, Foreign Department.*

No. CXIX.

SUPPLEMENTARY ARTICLE to the AGREEMENT for the ABOLITION of TRANSIT DUTIES on SALT, executed between the BRITISH GOVERNMENT and the CHIEF of RAJGARH on the 24th October 1881.

Whereas it is laid down in Clause 2 of the above Agreement that the British Government, in consideration of the loss caused to the Chief of Rajgarh by the abolition of transit duties on salt, will furnish to him at Indore 150 maunds of salt annually.

And whereas it has been found desirable to substitute for this contribution of salt the annual payment of a sum of money ;

## NO. CXV.

TRANSLATION of an AGREEMENT on the part of RAWUT  
NEWUL SING, Rajghur.

Seal of RAWUT NEWUL SING.



Whereas from old a determined tankha or tribute has been paid to the Maharajah Alija Soubadar Dowlat Rao Sindia Bahadur by Rajghur, and whereas for two or three years past this tribute has not been regularly discharged and above Rupees 16,000, due on account of the present year, and still unpaid, I have now of my own accord and pleasure (in order that the tribute may henceforth be liquidated, and that no cause of delay or dispute may exist) resolved to separate and assign villages of Rajghur, according to a schedule herewith annexed, to the kamaisdar of Atmaram Puth in order that the tribute to the Maharajah may be realized from the revenues of these villages, and that no cause of blame or shadow of claim may in future exist; and through my desire to please the Maharajah I have separated the after-mentioned villages and made them over, along with the sayer and rights of every description thereunto attached, to the kamaisdar of Atmaram Puth from the commencement of the Fulse year 1227, and I will not in any manner hereafter interfere with them or their inhabitants.

And whereas the above-mentioned villages being generally much out of cultivation and possessing but a stunted population, the expense of management and subindee will be great, the same must be provided from their revenue; for with this or any other claim, respecting them I have henceforth no concern. And whatever omissions of tribute there may have been on my part previous to the year 1826, I consider myself absolved from the same in consequence of the present cession.

I hereby under the foregoing considerations also agree to resign all claim to those sums on account of tankha, bhett, etc., which, through the favour of the Maharajah, my ancestors and I have been in the habit of receiving from the pergunnahs of Shujawulpore and Shahjehanpore.

And whereas by concluding this agreement I have conformed to the pleasure of the Maharajah Dowlat Rao Sindia, as well as provided in future for the regular payment of the tankha and obviated all causes of complaint hereafter on either side, the Maharajah accordingly has graciously restored and confirmed to me the remaining part of my possessions (including the fort of Rajghur) which had been attached in consequence of the delays and subterfuges that had occurred in the payment of the tribute.

opium) within the limits of my State, and trust that you will approve and communicate this to the Government of India.

With the usual ending.

(True translation.)

(Sd.) L. S. NEWMARCH, *Lieut.*,

*Third Assistant Agent to the Governor-General  
for Central India.*

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No. CXXII.

Dated Fort William, 2nd May 1872.

Notification.—By the Government of India, in the Foreign Department.

In compliance with the recommendation of the Agent to the Governor-General in Central India, I hereby confer upon you and your heirs in the Chiefship of Nursinghur the title of Raja on condition of faithful allegiance to the British Government.

(Sd.) NAPIER.

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No. CXXIII.

AGREEMENT between the BRITISH GOVERNMENT on the one part and the CHIEF of NARSINGARH on the other part,—1880.

Whereas it has been considered desirable that the levy of transit duty on salt passing through the Narsingarh Territory shall cease, it is hereby agreed between the Government of India and the Chief of Narsingarh as under:—

1. The Chief of Narsingarh undertakes to abolish all transit duties, of whatever description, on all salt passing through the Narsingarh Territory.

2. The British Government, in consideration of the loss which the abolition of the above duties will entail, agrees to deliver to the Chief of Narsingarh, free of cost at Indore, 150 maunds of salt annually.

This Agreement to have effect from the 5th August 1880, being the date on which the duties in question were abolished.

Dated at Indore this 24th day of October 1881, corresponding with the 1st day of Kartik Sudi Sumvat 1938.

(Sd.) PERTAB SINGH.

„ LEPEL GRIFFIN,

*Agent to the Governor-General for Central India.*

(Sd.) RIPON,

*Viceroy and Governor-General of India.*



## NO. CXV.

TRANSLATION of an AGREEMENT on the part of RAWT  
NEWUL SING, Rajgarh.

Seal of RAWT NEWUL SING.



Whereas from old a determined tankha or tribute has been paid to the Maharajah Alija Soubadar Dowlat Rao Sindia Bahadur by Rajgarh, and whereas for two or three years past this tribute has not been regularly discharged and above Rupees 16,000, due on account of the present year, and still unpaid, I have now of my own accord and pleasure (in order that the tribute may henceforth be liquidated, and that no cause of delay or dispute may exist) resolved to separate and assign villages of Rajgarh, according to a schedule herewith annexed, to the kamaisdar of Atmaram Puth in order that the tribute to the Maharajah may be realized from the revenues of these villages, and that no cause of blame or shadow of claim may in future exist; and through my desire to please the Maharajah I have separated the after-mentioned villages and made them over, along with the sayer and rights of every description thereunto attached, to the kamaisdar of Atmaram Puth from the commencement of the Fuste year 1227, and I will not in any manner hereafter interfere with them or their inhabitants.

And whereas the above-mentioned villages being generally much out of cultivation and possessing but a stinted population, the expense of management and subudee will be great, the same must be provided from their revenue; for with this or any other claim respecting them I have henceforth no concern. And whatever omissions of tribute there may have been on my part previous to the year 1826, I consider myself absolved from the same in consequence of the present cession.

I hereby under the foregoing considerations also agree to resign all claim to those sums on account of tankha, bheth, etc., which, through the favour of the Maharajah, my ancestors and I have been in the habit of receiving from the pergunnahs of Shujawulpore and Shahjehanpore.

And whereas by concluding this agreement I have conformed to the pleasure of the Maharajah Dowlat Rao Sindia, as well as provided in future for the regular payment of the tankha and obviated all causes of complaint hereafter on either side, the Maharajah accordingly has graciously restored and confirmed to me the remaining part of my possessions (including the fort of Rajgarh) which had been attached in consequence of the delays and subtleties that had occurred in the payment of the tribute.

No. CXXV.

TRANSLATION of a KHARITA from the CHIEF OF NARSINGARH  
dated 21st December 1883.

*After Compliments*,—For the freedom of commerce, for the ease and comfort of my people, and the prosperity of my State, a general notification is going to be issued, to the effect that from the 1st proximo the levy of transit duty on all merchandise (excepting opium) is to be abolished within the limits of my State, and I trust you will kindly communicate this intelligence to the Government of India in a suitable manner.

With the usual ending.

(True translation.)

(Sd.) L. S. NEWMARCH, *Lieut.*,

*Third Assistant Agent to the Governor-General  
for Central India.*

No. CXXVI.

TRANSLATION of an ENGAGEMENT executed to the SOUBADAR  
by DEWAN SOBHAG SING and KOONWUR CHAEN SING,  
of SOOBSTAN, NURSINGURH.

Whereas the above Soobstan was always assessed at Salim Sahi rupees 85,000 per annum; and whereas the Pindaree troops having entered the country laid waste the pergunnah, and the people, in consequence, deserted the place; and whereas we, being unable to pay the revenue and to meet the necessary expenses of the Soobstan, brought the matter to the notice of the Circar; the Circar, in consideration of the aforesaid circumstances, and with a view to the improvement of the pergunnah, has directed the payment of the revenue for six years according to the following instalments, *vis.*—

	Rs.
In 1875 Sunbut . . . . .	25,000
„ 1876 „ . . . . .	35,000
„ 1877 „ . . . . .	48,000
„ 1878 „ . . . . .	60,000
„ 1879 „ . . . . .	72,000
„ 1880 „ . . . . .	85,000

Rupees 3,25,000



be referred for settlement to the nearest British authority in Malwa, without whose acquiescence the Rawut will not attempt to settle anything of this nature, but will accede to his arbitration and conform to his injunctions.

Any thieves, robbers, and plunderers who may be found within the bounds of the State of Rajgarh shall be apprehended and, if required, sent to the nearest British authority in Malwa; and should the Rawut not apprehend any thief, robber, or defaulter so demanded, who it may be ascertained has been sheltered in one of his villages, such village shall be liable to forfeiture.

NO. CXVI.

SUNNUD from the MAHARAJAHS TOOKAJEE and ANUND RAO PUARS, joint Rajahs of Dewas, to RAWUT NEWUL SING of Rajgarh.

Be it known to all, present and future amils, canoongoes, and chowdrees of the pergunnah of Sarungpore, that whereas Rawut Newul Sing of Rajgarh possesses by hereditary right a share of the land revenue of the said pergunnah, the Circar, with the concurrence of the aforementioned Rawut Newul Sing, and with reference to the present state and expected progressive improvement of the pergunnah, has settled that the undermentioned payments shall be punctually made by the amils at the cutcherry of the district to the aforementioned Rawut Newul Sing on account of his share of the land revenue at the periods hereafter specified:—

For the year 1227 Fuzlee Rupees				
Kartick.	Maugh.	Bysack.	Total.	
667	667	667	2,001	2,501
833	834	834	2,501	3,001
1,000	1,000	1,001	3,001	3,501
1,167	1,167	1,167	3,501	4,101
1,367	1,367	1,367	4,101	

From and after the year 1231 the complete amount, viz., Bhopal Rs. 4,101, to be paid annually without deduction in three equal kists in the months of Kartick, Maugh, and Bysack at the cutcherry of the district.

In consideration of the foregoing payments the Rawut of Rajgarh is to abstain from any interference with the cultivators or inhabitants of the aforesaid pergunnah, or with the land revenues thereof.

*A corresponding Sanad was given to the Diwan of Narsingharh.*

No. CXXV.

TRANSLATION of a KHARITA from the CHIEF OF NARSINGARH  
dated 21st December 1883.

*After Compliments*,—For the freedom of commerce, for the ease and comfort of my people, and the prosperity of my State, a general notification is going to be issued, to the effect that from the 1st proximo the levy of transit duty on all merchandise (excepting opium) is to be abolished within the limits of my State, and I trust you will kindly communicate this intelligence to the Government of India in a suitable manner.

With the usual ending.

(True translation.)

(Sd.) L. S. NEWMARCH, *Lieut.*,

*Third Assistant Agent to the Governor-General  
for Central India.*

No. CXXVI.

TRANSLATION of an ENGAGEMENT executed to the SOUBADAR  
by DEWAN SOBHAG SING and KOONWUR CHAEN SING,  
of SOOBSTAN, NURSINGURH.

Whereas the above Soobstan was always assessed at Salim Sahi rupees 85,000 per annum; and whereas the Pindaree troops having entered the country laid waste the pergunnah, and the people, in consequence, deserted the place; and whereas we, being unable to pay the revenue and to meet the necessary expenses of the Soobstan, brought the matter to the notice of the Circar; the Circar, in consideration of the aforesaid circumstances, and with a view to the improvement of the pergunnah, has directed the payment of the revenue for six years according to the following instalments, *viz.*—

	Rs.
In 1875 Sumbut . . . . .	25,000
„ 1876 „ . . . . .	35,000
„ 1877 „ . . . . .	48,000
„ 1878 „ . . . . .	60,000
„ 1879 „ . . . . .	72,000
„ 1880 „ . . . . .	85,000

Rupees 3,25,000

bhet, etc.; and that in default thereof you would give up the said mehal to the Circar. Being satisfied with your good conduct, and deeming it necessary to protect you, the Circar has resolved to settle with you the 171 villages situated in the said pergunnah at a revenue of Chanderee Rupees 86,001 per annum to be paid year after year from the year 1235, or Sumbut 1891, exclusive of the usual dhurmadah, padarugh, and neemnoke (grants for religion and service), in the following manner, viz.—

Revenue	Chanderee Rupees 80,001
Durban expenses on account of the villages, viz.—	
For Kissen Rao Kudum	2,000
" Sumbhaje Rao Angria	2,000
" Ram Rao Phalkia	1,000
" Narain Rao Emajee	1,000
	6,000
Deduct :—	Rupees 86,001
Amount payable to Dewan on account of palkee expenses	500
Amount payable to Bamun Rao Kodajee	400
Amount payable to durfuree	100
	1,000
	Rupees 85,001

Therefore you shall pay annually to the Circar the said fixed sum of Rupees 85,001 from the year 1235 or Sumbut 1891 in two instalments, the first on the 15th Kartick Soodee and the second on the 5th of Pagoon Boodee, and give security for the same in the commencement of the year. You shall also pay to the Circar bhet and the revenue on account of a garden in Rajgurrh. If owing to any disturbance in the mehal the revenue thereof be not paid by you, or by the surety, the mehal shall be resumed by the Circar.

*Dated 5th Kartick Soodee 1891 Sumbut, corresponding with Rajgurrh 1235 A.H.*



No. CXVIII.

AGREEMENT BETWEEN the BRITISH GOVERNMENT on the one part and the CHIEF of RAJGARH on the other part,—1881.

Whereas it has been considered desirable that the levy of transit duty on salt passing through the Rajgarh territory shall cease; it is hereby

## No. CXXVII.

TRANSLATION of a PROVISIONAL AGREEMENT concluded between THAKOOR AMAN SING, in behalf of himself and his son SHER SING, and THAKOOR MADHO SING on the part of the RANEES GOURJEE, RAJAWUTJEE, and OOMUTJEE; the former the mother, and the two latter the widows, of the late DOORJUN SAL,—1819.

Sher Sing, son of Thakoor Aman Sing, is to be acknowledged as Dewan of Kilcheepore in the usual form, a respectable agent from the States of Rajgurrh and Nursingurrh and the Chief of Gogurney attending to witness the ceremony, as also two respectable persons in the service of the Maharajah Sindia, or the English Circar. In consideration of the youth of Sher Sing, four of his relations and ten sebundees shall always remain with him for his protection, and his mother shall also be at liberty to reside with him, and small donations on his part to religious persons are to be respected and confirmed.

2. Through the mediation of the Maharajah Sindia a reconciliation will be effected between Thakoor Aman Sing and his relations, and the family and adherents of the late Doorjun Sal, so that no molestation shall be ever offered to debar the former from visiting Sher Sing at their pleasure.

3. The government of Kilcheepore will be conducted in the name of Dewan Sher Sing, under the direction of Ranee Gourjee, mother of the late Dewan Doorjun Sal, by Thakoor Madho Sing, Lalla Nonid Rao, and Sahjee, who have been heretofore employed as managers of the country.

4. In consideration of the limited means of subsistence which Thakoor Aman Sing and Thakoor Sher Sing at present possess, the following villages are to be assigned to them during their lives in addition to their present holdings, which are heretofore paid.

To Dewan Aman Sing—Vardanah and Bhagpurah.

To Thakoor Sher Sing—Bardah and Bhagpurah.

5. The expenses actually collected by the Thakoor at Cawalior and the expenses incurred by him for his family and his relations, according to a detail which will be furnished, are to be defrayed by the State.

6. This agreement is subject to the approval and confirmation of His Highness Sindia. The date of Bhadrapad Suddha Sambat 1876, corresponding to the 17th September 1819.

It is hereby agreed between the Government of India and the Chief of Rajgarh that in place of the salt specified as above, the British Government will pay to the Chief of Rajgarh a sum of Rs. 618-12 annually.

(Sd.) P. W. BANNERMAN,

*Offg. Agent to the Governor-General for Central India.*

(Sd.) In vernacular.

Signed (in my presence) by BULBHADAR SINGH,

*Chief of Rajgarh.*

(Sd.) W. KINCAID,

*Political Agent, Bhopal.*

(Sd.) RIPPON,

CAMP SUNDERALL, } *The 11th November 1883. Viceroy and Governor-General of India.*

This supplementary article was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the 12th day of December A. D. one thousand eight hundred and eighty-three.

(Sd.) H. M. DURAND,

*Offg. Secretary to the Government of India,*

*Foreign Department.*

NO. CXX.

SANAD.

Dated Fort William, 1st January 1886.

To—His Highness RAWAT BALBHADAR SINGH, Chief of Rajgarh.

I hereby confer upon you the title of "Raja" as a hereditary distinction to be assumed by your successors on formal recognition of their succession.

(Sd.) DUFFERIN,

*Viceroy and Governor-General.*

NO. CXXI.

TRANSLATION of a KHARITA from the CHIEF of RAJGARH,

dated 20th December 1883.

*After Comments.*—As I am always mindful of the prosperity of my people, I will, from 1st January next, with a view to secure the freedom of commerce, abolish the levy of transit duty on all merchandise (excepting

TRANSLATION of a PERWANNAH from MAHARAJAH JYAJEE  
RAO SINDIA, BAHADOOR, to DEWAN SHER SING, of  
KILCHIPUR.

Blessings attend us ; we pray for your welfare.

Whereas pergunnah Ruttungurh Segowlee has been ceded by the  
Durbar to the British Government for the expenses of the contingent force,  
you are desired to pay the revenue thereof, which you have hitherto paid to  
the amil of the Durbar, to the Political Agent at Bhopal without fail.

*Dated 9th Soodee of Fait 1901 Sumbut.*

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No. CXXXI.

TRANSLATION of the grant of TALOOKA of LARAWUT to  
VITTUL RAO PUAR by SIR JOHN MALCOLM, dated 19th  
December 1818, corresponding with 20th Suffur 1834  
Hegira, and with 7th Aghoon Boodee 1875 Sumbut.

*From Major-General Sir John Malcolm, on the part of the Honourable  
East India Company, to the high in rank Vittul Rao Puar.*

Greeting! The Puar Rajah of Dhar and the Puar Rajahs of Dewas  
hold shares in the pergunnah of Soondoorsee, and on the part of these  
Chiefs I, having mediated in the matter, now assign the shares to you for  
your support. Wherefore do you take possession of the land revenue and  
customs duties of the shares of the said Puars and continue to enjoy the  
same. Hereafter there will be no interference with the arrangement.

(True translation.)

(Sd.) J. D. CUNNINGHAM,

*Political Agent in Bhopal.*

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No. CXXXII.

LIFE Grant of TALOOKA LARAWUT in pergunnah SOONDERSEE,  
in the province of MALWA, to RAMCHUNDER RAO PUAR,  
under the seals of the CHIEFS of DHAR and DEWAS, dated  
4th December 1850.

Whereas by the demise of Madho Rao Puar, the third share in  
Soondersee, otherwise styled the talooka of Larawut, comprising the villages

This Agreement was ratified by the Governor-General of India in Council at Calcutta on the 21st day of February A. D. 1882.

(Sd.) C. GRANT,

*Secretary to the Government of India,*  
*Foreign Department.*

#### NO. CXXIV.

SUPPLEMENTARY ARTICLE to the AGREEMENT for the abolition of TRANSIT DUTIES on SALT, executed between the BRITISH GOVERNMENT and the CHIEF of NARSINGGARH on the 24th October 1881.

Whereas it is laid down in Clause 2 of the above Agreement that the British Government, in consideration of the loss caused to the Chief of Narsingarh by the abolition of transit duties on salt, will furnish to him at Indore, free of cost, 150 maunds of salt annually; And whereas it has been found desirable to substitute for this contribution of salt the annual payment of a sum of money; It is hereby agreed between the Government of India and the Chief of Narsingarh, that, in place of the salt specified as above, the British Government will pay to the Chief of Narsingarh a sum of Rs. 618-12 annually.

(Sd.) P. W. BANNERMAN,

*Officiating Agent to the Governor-General*  
*for Central India.*

(Sd.) In vernacular.

(Signed in my presence) by RAJA PARTAB SINGH,

*Chief of Narsingarh.*

(Sd.) W. KINCAID,

*Political Agent, Bhopal.*

(Sd.) RAPON,

*Viceroy and Governor-General of India.*

This supplementary article was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta, on the 12th day of December A. D. one thousand eight hundred and eighty-three.

(Sd.) H. M. DURAND,

*Offg. Secy. to the Government of India,*  
*Foreign Department.*

This Agreement was ratified by the Governor-General of India in Council at Calcutta on the 21st day of February A. D. 1882.

(Sd.) C. GRANT,

*Secretary to the Government of India,*  
*Foreign Department.*

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And whereas it has been found desirable to substitute for this contribution of salt the annual payment of a sum of money;  
It is hereby agreed between the Government of India and the Chief of Narsingh, that, in place of the salt specified as above, the British Government will pay to the Chief of Narsingh a sum of Rs. 618-12 annually.

(Sd.) F. W. BANNERMAN,  
*Officiating Agent to the Governor-General*  
*for Central India.*  
(Sd.) In vernacular.

(Signed in my presence) by RAJA PARTAB SINGH,  
*Chief of Narsingh.*

(Sd.) W. KINCAID,  
*Political Agent, Bhopal.*

SEHORE;  
The 25th October 1883. }  
*Viceroy and Governor-General of India.*

This supplementary article was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta, on the 12th day of December A. D. one thousand eight hundred and eighty-three.

(Sd.) H. M. DURAND,

*Offg. Secy. to the Government of India,*  
*Foreign Department.*



Also to Gobardhan Singh of Dhabla-Ghosi for Rupees 300 on Bootea Poolai, payable in equal instalments in Kartick, Maugh, and Bysack.

Also to Rao Khushal Singh of Ramgarh for three tankhas, *viz.*:—

Rupees 100 on Charawud in Jhokur.

„ 240 on Bootea Poolai.

„ 75 on Donta.

Each payable in three instalments in Kartick, Maugh, and Bysack.

TRANSLATION of an ENGAGEMENT entered into by THAKOOR SOOBHAG SING BEERGOOJUR and executed to the Circar.

*To Maharajah Doulut Rao Sindia Bahadoor.*

Whereas I have from of old received bunkha, bhet, grain, etc., for horses thread, hides, etc., from the village of Bootea Poolai in pergunnah Oonchode, and whereas the inhabitants being now subjected to difficulties, the Maharajah has prohibited the payment of these cesses, and has fixed for my maintenance a pecuniary allowance of Rupees one hundred and fifty, to be paid from the said village of Bootea Poolai, I will accept this sum for my maintenance and will remain thankful to the Circar. I will excite no disturbance in the said pergunnah. I will draw the tankha, as specified in the Sunnud, from the amil of the village by sending my kamdar to his office. If there be any disturbance on my part at any time, I will forfeit the subsistence allowance granted to me by the Circar. I have of my own accord entered into this engagement that it may become of use in case of need.

Signed by THAKOOR SOOBHANG SING JEE.

*Dated 8th Boodee of Bysack 1228.*

A similar engagement was given by Sheodhan Singh of Daria-Kheri for his tankha of Rupees 180, dated 6th Boodee Bysack, 1878 Sumbut.

Also by Gobardhan Singh of Dhabla-Ghosi for Rupees 300 on Bootea Poolai, dated 5th Boodee Bysack 1228.

Also by Oodajee of Kamalpore for his tankha of Rupees 300 on Bootea Poolai.

Also by Rao Khushal Singh of Ramgarh for his three tankhas, aggregating Rupees 415, *viz.*, Rupees 100 from Charawud in Jhokur, Rupees 75 from

Therefore we shall, as ordered, pay without any objection, year after year, the above amount of Rupees three lakhs and twenty-five thousand, which includes the expenses of the mehal, in six years according to the said instalments commencing on the 15th Kartick Soodee and ending on the 15th Bysack Soodee.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR to DEWAN SOBHAG SING and KOONWUR CHAEN SING of SOOBSTAN, NURSINGURH.

Whereas the above Soobstan was assessed at Rupees 85,000 per annum, but in consequence of the passing and repassing of the Pindaree troops through the mehal it was laid waste; and whereas you, with a view to bring the matter to the notice of the Circar, deputed Roop Ram Bohora, who, on arrival, represented that, as the mehal was desolated, there was no means of discharging the revenue due to the Circar, amounting to Rupees 85,000, and also requested that the Circar might graciously be pleased to take the above sum by instalments every year so that the mehal might be improved; and whereas it is necessary to realize the revenue of the Soobstan as usual, yet having regard to the fact that the pergunnah has been laid waste; and in consideration of the representation made by you, as well as with a view to the improvement of the mehal, it has been decided, in the presence of the said Roop Ram Bohora, that the yearly revenue of the mehal shall be paid in the following progressive payments so that the amount of rent in the 6th year shall be Salim Sahi Rupees 85,000:—

Rs.									
Total Rupees									
25,000	.	.	.	.	.	.	.	.	.
35,000	.	.	.	.	.	.	.	.	.
48,000	.	.	.	.	.	.	.	.	.
60,000	.	.	.	.	.	.	.	.	.
72,000	.	.	.	.	.	.	.	.	.
85,000	.	.	.	.	.	.	.	.	.
In 1228 or 1875 Sumbut									
1229 or 1876	"	.	.	.	.	.	.	.	.
1230 or 1877	"	.	.	.	.	.	.	.	.
1231 or 1878	"	.	.	.	.	.	.	.	.
1232 or 1879	"	.	.	.	.	.	.	.	.
1233 or 1880	"	.	.	.	.	.	.	.	.
3,25,000									

Therefore, the sum of Salim Sahi Rupees three lakhs and twenty-five thousand having been fixed by the Circar as the aggregate amount of revenue for six years, this perwannah is given to you. You will therefore remit to the Circar the above amount of Salim Sahi Rupees three lakhs and twenty-five thousand according to the aforesaid instalments through the mamildar, and take receipts for the same.

Dated 15th Jemmadee-ul-Akhir 1219 A. H.

No. CXXVIII.

SANAD.

Dated Fort William, 8th April 1873.

From—His Excellency the Viceroy and Governor-General of India.  
To—DEWAS UMAR SING, Chief of Kilichpur.

On the recommendation of the Agent to the Governor-General for Central India, I hereby confer upon you and your heirs in the Chieftship of Kilichpur the title of Rao Bahadoor, on condition of faithful allegiance to the British Government.

(Sd.) NORTHBROOK.

No. CXXIX.

No. 2482-1, dated Simla, 30th June 1884.

NOTIFICATION—By the Government of India, in the Foreign Department.

The Governor-General in Council has learned with much satisfaction that Rao Bahadur Umar Singh, Chief of Kilichpur, has abolished all transit duties hitherto levied within his State, with the exception of the duty on opium.

No. CXXX.

TRANSLATION of a letter from CAPTAIN FRANCIS BUTTER, Superintendent of JAWUD NEEMUCH, to DEWAN SHER SING of KILCHIPUR,—1844.

All is well here, and I pray for your welfare.

The revenue of Kilichpur, which you have hitherto paid to the Durbar, is now assigned by Alijah for the support of the British contingent force, and this circumstance may perhaps have been communicated to you by the Kamaisdar of Patun. The kamaisdar has also written to me to say that the revenue amounts to Boondee Rupees 13,500, which you will now remit to this place. The sum of Rupees 4-8, which remains due on account of the present year, may be remitted by a Hoondee through naib toomandar of Hidayut Ali. As there was a man at Kilichpur sent by the kamaisdar of Patun, so now, according to custom, a naib toomandar on my part will remain there. Send me a copy of the engagement according to which you pay the revenue.

Dated 15th Chait Soodde 1900 Sunbut, corresponding with 3rd April 1844.

of Larawut Kamkhara Bulrea, Gola, Omrot, and Tanda, its revenues, custom duties, and rights, have lapsed to us, and the Right Honourable the Governor General of India has been pleased to desire that the revenues of the said talooka, as above specified, be assigned to Ramchunder Rao Puar for the term of his natural life on payment by him annually, on the first day of January of each year, into the treasury at Indore of the yearly sum of Company's Rupees (1,000) one thousand, on our account, commencing from 1st January 1850: therefore, we the undersigned do assign for the term of his natural life, on the terms above specified, our third share of Larawut, as herein above described, to the above Ramchunder Rao.

The seal of the Chief of Dhar.

The seal of Rookmangad Puar, Chief of Dewas.

The seal of Hybur Rao Puar, Chief of Dewas.

(Sd.) R. N. C. HAMILTON,

Resident, Indore.

No. CXXXIII.

TRANSLATION of a PERWANNAH from MAHARAJA DOWLAT RAO SINDIA, to NAWAB HYDER MAHOMED KHAN, dated 1208 Hijree,—1794.

A jaghire, consisting of two mehals, as follows:—

From talooka Patharee in Bhilsa, one mehal,  
From talooka Paikhone in Koorwai Bhourasa, subject to miscellaneous Durbar collections, one mehal

is assigned for your expenditure, to begin from the year heading this document.

So you can take possession of and make collections from the said two mehals, and enjoy the jaghire from the above year in perpetuity.

9th of Ramzan.

Sealed and signed.

(True translation.)

(Sd.) A. L. McMULLIN,

1st Asstt. Agent, Govt. Genl., for Central India

No. CXLIII.

TRANSLATION of a PERWANNAH bearing the seal and signature of NAWAB NUSSEER-ODD-DOWLAH BAHADOOR.

*To the Amils, both present and future, Chowdherces and Canoongoes of pergunnah Ashta.*

Be it known to you that whereas Salim Sing has from of old held maafce land as a means of subsistence; and whereas Sheodhan Sing Bergoojur, kamdar of Salim Sing, has enjoyed a share for about 40 years: it is therefore determined by the Circar that a provision for the said Bergoojur shall be granted from the above-named pergunnah. He will, therefore, receive from the beginning of the Fuslee year 1227 the undermentioned amount in the following three instalments from the amils of the said pergunnah. He will consider the grant of this sum, *i.e.*, Bhopal Rupees 1,200, as a great favour. He will execute with promptitude the orders of the Circar, and chastise evil-doers who may create disturbance in the mehal. He will not oppress the tenants by exacting on any account bhet, chundee, etc. If he fail in the performance of his duty, he will forfeit his means of subsistence.

Total amount of the bhet payable in the following instalments, Rs. 1,200:—

In Kartick	.	.	.	.	.	.	.	Rupees	400
„ Maugh	.	.	.	.	.	.	.	„	400
„ Bysack	.	.	.	.	.	.	.	„	400

*Dated 22nd Femmadee-ul-Awul, corresponding with 13th year of the reign and Fuslee 1226.*

No. CXLIV.

TRANSLATION of a PARWANAH regarding a SANAD granted by LANCET WILKINSON, ACTING POLITICAL AGENT, BHOPAL, dated 27th OCTOBER 1831, corresponding to KATIK BADI 7th SAMBUT 1888, to the AMILS, both present and future, CHAUDHRIS and KANUNGOS of PARGANA SHUJALPUR.

Be it known to you that whereas some time ago, a recommendation was made to the Right Honourable the Governor General that a sanad should be given to Thakur Sheodan Singh Bargoojar, conferring on him in istimrarce tenure the villages of Daria Kheri and Alnia Alwazpur of Tappa Chakrod in the above-mentioned pergunnah, subject to an assessment of Rs. 925 a year, and whereas a letter has this day been received from Captain Dyke, the Resident at Gwalior, dated 18th October 1831, and another communication from Gerald Helleley, the Resident at Indore, dated the 24th idem, intimating the sanction of the Governor General and of Rajja Bai of Gwalior, therefore the said villages assessed with the aforesaid amount are granted to the said Thakur in istimrar. He will hold possession of those villages

On account of talooka Buroodoo, pergunnah Onchode, Rupees 700; to be paid—

In Kartick	233	Rupees	233
" Maugh	233	"	233
" Bysack	234	"	234

On account of pergunnah Shahjehanpore Rupees 800; to be paid—

In Kartick	266	Rupees	266
" Maugh	267	"	267
" Bysack	267	"	267
Total at the end of Kartick	932	Rupees	932
" Maugh	933	"	933
" Bysack	935	"	935

You shall draw from the said mehals the sum of Rupees two thousand and eight hundred by three instalments; you shall serve Government with fidelity; if any individual create disturbance in these mehals you will punish him; and if you fail in your duty, and it be proved that you have taken part in the disturbance, you shall forfeit the above assignment.

*Dated 28th Rujub.*

NO. CXXXVI.

TRANSLATION of a PERWANNAH from MAHARAJAH DOWLAT RAO SINDIA to BALAJEE SOOKHDEO, a Khasgee official of the village of Poolai Boota, Pergunnah Onchode, dated 1221 A. H.

Whereas Soobhag Sing Bergoojur obtained from of old a tunkha from the above-named village, and it has come to my knowledge that you cannot pay it; therefore I have in lieu of it assigned to him the sum of Rupees 150 per annum payable from last year, *i.e.*, 1220, in three instalments, *viz.*, Rupees 50 in Kartick, Rupees 50 in Maugh, and Rupees 50 in Bysack. This Sunnd is issued to you directing you to pay to him Rupees 150 per annum from the said village, taking from him a receipt for the same.

*Dated 17th Rubbee-ul-Akhir.*

A precisely similar Sanad for Rupees 300 on the village of Boota Poolai was granted to Oodajee of Kamalpore, payable in equal instalments in Kartick, Maugh, and Bysack.

Also to Sheodhan Singh of Daria-Kheri for Rupees 180 on Boota Poolai, payable in equal instalments in Kartick, Maugh, and Bysack.

A similar perwannah was issued to Bhagwant Rao, kamaisdar of pergunnahs Nimawur and Rajwur, for a grant to Khushal Singh of Rupees 1,498-8, payable in three equal instalments in Kartick, Maugh, and Bysack, *viz.*:—

<i>From Nimawur.</i>					
On account of Girass	.	.	.	.	Rupees 575 0
" " Bhet	.	.	.	.	" 108 0
" " Grain	.	.	.	.	" 53 8
" " Sayer	.	.	.	.	" 225 0
" " Abkarree	.	.	.	.	" 25 0
					<u>Rupees 986 8</u>
<i>From Rajwur.</i>					
On account of Bhet	.	.	.	.	Rupees 287
" " Sayer	.	.	.	.	" 225
					<u>512 0</u>
					<u>Total Rupees 1,498 8</u>

Also to the kamaisdar of Kantapoor for a grant of Rupees 1,756-8 to Khushal Singh, payable in three equal instalments in Kartick, Maugh, and Bysack, *viz.*:—

On account of Girass	.	.	.	.	Rupees 475 0
" " Bhet and Damce	.	.	.	.	" 502 8
" " Grain	.	.	.	.	" 255 0
" " Abkarree	.	.	.	.	" 14 0
" " Sayer	.	.	.	.	" 500 0
" " Kamden	.	.	.	.	" 10 0
					<u>Rupees 1,756 8</u>

### No. CL.

TRANSLATION of a SUNNUD bearing the seal and signature granted by MAHARAJAH DOWLUT RAO SINDIA to RAO KHOSAL SING, dated 1220 A.H.

Whereas you have from of old received tankha, girass dues, grain, and cash from the mehals in the elaka of Nimar; and whereas the same being now forbidden, it has been resolved that a pecuniary allowance in lieu thereof should be fixed payable every year from the said villages in three instalments; and whereas, according to this resolution, an annual sum of Rupees 2,910 has been granted to you from the above year payable from the said mehals in the following manner, *viz.*:—

<i>From Nimar.</i>					
To be paid in Kartick	.	.	.	.	Rupees 743
" " Maugh	.	.	.	.	" 743
" " Bysack	.	.	.	.	" 742
					<u>2,228</u>





*1st Article.*—The revenue from the commencement of the year 1226 Fuslee to the year 1227 has been remitted on account of impoverishment.

2nd.—There will be paid to Government—

[illegible]

*3rd.*—You shall pay annually into the public treasury the sum of Rupees 1,401 from the commencement of the Fuzlee year 1232.

This Sannud was granted at Sehore on 6th October 1818 by Captain William Henley, Political Agent of the Honourable Company at Bhopal, etc., under orders of the Right Honourable Marquis of Hastings, Governor General, dated Calcutta, 7th August 1818.

Signed by Major HENTLEY,

*Political Agent at Bhopal.*

NO. CXL.

TRANSLATION of a SUNNUD granted by THAKOOR SOORHAG  
SING and KOONWAR CHAEN SING to THAKOOR LALL  
SING and KOONWAR RAGHOONATH SING, dated CHEYT  
SOODEE GARAS 1233=Sunbūt year 1883.

Thakoor Lall Sing and Koonwar Raghoonath Sing have been provided with means of subsistence in perpetuity, *i. e.*, from generation to generation; they will receive a pecuniary allowance of Rupees 800. I have also given them the village of Kankurkhera: they will enjoy it without any opposition on our part or the Circar's, and will be the sole proprietors thereof. More-

## No. CLIV.

TRANSLATION of a SUNNUD granted by MULHAR RAO HOLKAR  
to KHOSAL SING, GIRASSIA, dated 1219 A. H.

Whereas you received tankha on account of the two pergunnahs of Kaitha and Turana from the kamaisdars thereof; and whereas an annual sum of Rupees 1,000 of the currency of the said mehal has been assigned to you through Captain Henley, payable from the commencement of the Sumbut year 1876 on account of pergunnah Turana Rupees 800, and on account of pergunnah Kaitha Rupees 200: therefore you shall receive Rupees 1,000 from the offices in those mehals in lieu of your girass dues. You shall make no exactions in addition to the above amount from the said and other mehals such as Okhenra, etc., on account of bhet, etc. You will maintain order and peace in those mehals.

*Dated 10th Jemmadee-ul-Akhir.*

TRANSLATION of a PERWANNAH issued by MULHAR RAO  
HOLKAR to RAMCHUND BHUGWUNT, KAMAISDAR of PER-  
GUNNAH TURANA, dated 23rd Jemmadee-ul-Awul 1219 A.H.,  
corresponding with 1234.

Whereas Khosal Sing Girassia levied an annual tankha from the villages in the above pergunnah, and the same has now been withheld; and whereas he is bound to create no disturbance, but to punish those who may do so, and to restore order and peace; and whereas Captain Henley has caused the sum of Rupees 800 to be granted to him annually from the Fuslee year 1227, corresponding with Sumbut 1876, in the following three instalments, payable from the office in the said mehal:—

In Kartick	.	.	.	.	.	.	.	Rupees 267
„ Maugh	.	.	.	.	.	.	.	„ 267
„ Bysack	.	.	.	.	.	.	.	„ 266
TOTAL								Rupees 800

Therefore you shall pay the above sums to him from the office in the mehal, taking receipt for the issue. If he create disturbance in the said pergunnah you shall pay him nothing on account of the above allowance.

A similar perwannah was granted for Rupees 200 on the village of Kaitha.

*Dated 28th Aug 1906.*

Rupees 3,600 on Shahjehanpore—

Ruppes	In Kartick .	.	.	.	.	" Bysack .	Ruppes 300 on Shujawulpore, in three instalments as above.	" 400 on Nulkhera.
1,200	.	.	.	.	.	" Maugh .		
1,200	.	.	.	.	.	" " .		
1,200	.	.	.	.	.	" "		

NO. CXLII.

TRANSLATION of a SUNNUD granted by TOOKAJEE RAO and ANUND RAO PUARS to SHEODHAN SING BERGOOJUR, dated 1219 A. H.

Whereas you received girass dues from the villages of Kuroundee, Shah-poor, and Jabel in pergunnah Sarungpore; and whereas Captain William Henley on the part of the Honourable Company has transferred the share of Dewan Salim Sing to you: in lieu of that girass due you shall draw from the Malwa year 1227 the sum of two hundred Bhopal rupees in the following instalments by sending your kamdar to the office of the amil of the said mehals:—

	67	66	67	66	200
In Kartick	•	•	•	•	•
" Maugh	•	•	•	•	•
" Bysack	•	•	•	•	•
Total Rupees	•	•	•	•	•

If you make any other demand from the said villages you will forfeit the above amount fixed for you. If you behave well the Circar will continue to pay the same to you.

Dated 24th Jemmadee-005-Sanee.

Sing a lease in perpetual tenure, from generation to generation, for the village of Patharea near Kaerapore in pergunnah Onchode, turuf Newree, and that through the machinations of one Huttajee Bheemawut the village in question was resumed; and whereas you prayed that it might be granted to you again; therefore a lease in perpetual tenure for that village assessed at Rupees 701, including all cesses, is hereby given to you from the Sumbut year 1895. You shall continue to serve the Circar with fidelity, and pay without fail the above amount in the following instalments, *viz.*, Rupees 351 on the 15th Soodde of Assin and Rupees 350 on the 15th Soodde of Maugh, taking receipts for the same. You shall not take part in any disturbance. If you fail to discharge your duties you will forfeit this lease.

This engagement was entered into in conformity with the requisition of the British Government on that of Maharajah Sindia, and the settlement is under its guarantee.

(Sd.) J. SUTHERLAND,

*Resident.*

*Gwalior, 9th January 1839.*

# NO. CLIX.

TRANSLATION of a LETTER from MALHAR RAO HOLKAR to  
BAPUJEE KRISHEN, KAMAISDAR of PERGUNNAH SUN-

DERSEE.

Bheem Sing Girassia of mouza Karodea has from of old been in the receipt of a tankha from the villages of Burodia and Chupaneer in the aforesaid pergunna. As after the disturbances, the aforesaid-Girassia levied more money from the villages, a memorandum of tankha receivable by the Girassia was sent for through you, and it has been settled that he shall not himself levy a pice from any place on account of "bhet," etc., etc., but shall receive money for his tankha from the mehal cutcherry and serve the Sirkar.

Accordingly the following sum has been fixed for the Girassia from 1220 A. H. in lieu of his tankha, "bhet," etc.—

Rs. A. P.

Mouza Burodia	45	0	0
" Chupaneer	21	8	0
Total	66	8	0

You are hereby directed to pay from the mehal cutcherry to the said Girassia the above sum of Rupees 66-8 in lieu of his tankha receivable from the aforesaid two villages. The said Girassia shall receive the money settled for him and serve in the mehal.

*Dated 25th Shaabun 1221 A.H.*

under this Sanad for his life. Let no one, in contravention of the orders of the Circar, disturb the possession of the said Thakur, whose duty it shall be to keep the tenants of the said village happy and contented, and to pay to the Circar Rs. 925, being the amount of revenue, free of any costs and cesses whatever. If at any time pergunnah Shujalpur be made over to the Gwalior State, then out of the sum of Rs. 925 the sum of Rs. 18-8, being 2 per cent, shall be deducted for the dami remuneration of the Chaudhries, Kanungos, etc., and the balance Rs. 906-8 shall be paid as State revenue. No additional sum shall be demanded on account of any other cesses.

Dated 27th October 1831, corresponding with 7th Katik Badi, Sambat 1888.

Details of . . . . .		
Daria Kheri . . . . .	450	Rupres 925 annual demand.
Alinia Aiwaspur . . . . .	475	" . . . . .

A precisely similar Sanad was granted to Moti Singh of Kamalpur for the village of Kamalpur in tuppā Bhyrowal pergunnah Shujalpur at a quit-rent of Rupees 700, subject to a deduction of Rupees 14, or 2 per cent. in the event of the transfer of the pergunnah to Sindhia.

Also to Gobardhan Singh for the village of Dhabla-Ghosi in Shujalpur at a quit-rent of Rupees 1,050 subject to a deduction of 2 per cent. on transfer of the pergunnah to Sindhia.

Also to Lal Singh for the village of Sadan-Kheri in Shujalpur at a quit-rent of Rupees 175, similarly subject to a deduction of 2 per cent. or Rupees 3-8.

### NO. CXLV.

TRANSLATION of an ENGAGEMENT entered into by GOVERDHUN SING JEE and THAKOOR KOOKJEE BERGOOJUR to the HONOURABLE COMPANY, and executed in the presence of CAPTAIN WILLIAM HENLEY.

Whereas up to the Fulse year 1226 I have received tankha, bhēt, chun-dee, etc., for my maintenance from pergunnah Eastern Shujalpur; and whereas, in consideration of the oppression caused to the inhabitants, the Honourable Company has prohibited the payment of the same, and determined to grant me Rupees 1,400 to be drawn from the office of the amil of pergunnah Eastern Shujalpur; I do hereby agree to accept this sum which has been granted to me by the Honourable Company. I will do no mischief in the said pergunnah, but will maintain order and peace therein. If at any time I commit any fault I will forfeit the maintenance granted me by the

Jaora was nominally subordinate to the Indore State, although really independent of it, the investiture of the infant Nawab was made in the name of Malhar Rao Holkar and confirmed by the British Government, and a nazarana of two lakhs of rupees was presented to Holkar. The elder widow of Ghatgur Khan was appointed guardian with her son-in-law, Jahangir Khan, as her agent; and they were required to keep open accounts of the State revenues for the inspection of the Resident at Indore. Two years afterwards, in consequence of gross mismanagement and neglect of the Residents' advice, the Begum was removed from the guardianship. It was also decided that, in the event of Ghaus Muhammad's death, the male relatives of Ghatgur Khan should succeed in preference to his descendants in the female line.

In 1823 the quota of troops to be maintained was permanently fixed (No. CLX) at 500 horse, 500 foot, and 4 guns. In 1842 the above arrangement was commuted to a yearly contribution of Halli Rupees 1,85,810,\* when the Western Malwa Contingent, consisting of the troops furnished by Jaora, was amalgamated with the Eastern Malwa Contingent furnished by Holkar and Dewas. The contribution was reduced to Halli Rupees 1,61,810-4-0† in 1859 as a reward for the Nawab's services during the mutinies of 1857.

In 1862 the Government of India granted a sanad (see note to No. CI), guaranteeing the succession to the State, according to the Muhammadan law, in the event of the failure of natural heirs. In 1865 the Chief received permission from the Government of India to adopt the titles of "Ihtisham-ud-Daula" and "Firoz Jang" as personal distinctions.

Nawab Ghaus Muhammad Khan died in 1865, and the succession of his son, Muhammad Ismail Khan, then eleven years of age, was recognised. It had been intended that during the minority the late Nawab's mother should be the nominal head of a council of regency; but her death occurred within a few days of that of her son, and it was decided that the administration of the State should be carried on as in the lifetime of the young Nawab's father, subject to the control and authority of the Political Agent in Western Malwa (Malwa). The Nawab was accordingly installed by the British Government in the name of Holkar, to whom, according to precedent, a nazarana of two lakhs of rupees was presented by the Nawab. In return Maharaja Holkar offered a khilat of Rs. 5,000, but this, with the permission

Signed by RAO SURROOP SING JEE.

*Dated 9th Soodde of Poos 1228 A.D.*

A precisely similar engagement, dated 9th Soodee, Poos 1877 Sumbut, corresponding with 1228 Busslee, was taken from Rao Fateh Singh Rathor of Jhalera for a tankha of Rupees 1,200 from tuppā Newree and pergunnah Soonkutch, viz.:—

[illegible]

Total Rupees 1,200

No. CXLIX.

TRANSLATION of a PERWANNAH bearing the seal and signature  
of MAHARAJAH MULHAR RAO HOLKAR BAHADUR to  
NARA JUNARDUN, KAMAISDAR of TALOOKA HURUNGAON,  
dated 1221 A.H.

Whereas Khosal Sing Girsasia, Gond, has from of old received grass dues from the above talooka; and whereas it appears from a petition submitted to me that an annual sum of Rupees 84 on account of bhut and sayer, has been settled on him through Captain Henley from the last year, 1219 A. H. or 1228, payable from the cutcherry in the following three instalments:—

[illegible]

On the full moon of 15th Kartick . . . . . Rupees 28

"	"	15th Mough	.	.	.	"	28
"	"	15th Bysack	.	.	.	"	28

Therefore this perwannah is issued directing you to pay to the said Girassia from the office in the above talooka the sum of Rupees 84 of the currency of the mehal in the said three instalments, taking receipts for the same. He shall make no demand in excess of the above amount. He will serve the Circar, and make such arrangements as may prevent the outbreak of disturbance, &c., in the mehal.

*Dated 17th Zilhey.*

*The Malhargarh Thakurs.*

In 1821 Agreements (No. CLXII) were mediated between the Nawab and the Thakurs of Malhargarh for 7 villages; between the Nawab and Thakur Onkar Singh of Sanauda for 9 villages; between the Nawab and the Zamindar of Tal for 13½ villages; and between the Nawab and Thakur Chhatar Singh for 2 villages. About the same period similar agreements were mediated between the Jaora Darbar and other Thakurs by British officers. Accounts of the Thakurs in question and of the nature of their holdings and agreements will be found later.

The Thakurs of Malhargarh claimed the position of tributary jagirdars, but they are merely guaranteed lessees of the villages in their hands, the continuance of their holdings being dependent on their observance of the terms of their lease. Moreover, it has been agreed that the rent is, according to established general custom, liable to increase from time to time, with reference to the value of the lands. The Government of India has finally decided that this is their position.

The Thakurs being recalcitrant and having refused to accept a liberal settlement for 30 years offered to them by the Nawab, it was found necessary in 1885 to allow the Darbar to attach the villages of the Thakurs of Harsor and Manderi until they should submit to his terms. These and the other Thakurs in the same position refused submission and abandoned their villages; but, finding resistance to the orders of Government unavailing, they with one or two exceptions returned in June 1886, and in 1890 all accepted the above settlement.



*Dated 5th Shabun, 1229 A. H., or Sumbut 1876.*

### NO. CLIII.

AGREEMENT between the DHAR DARBAR and the RAO of  
HIRAPUR regarding the resumption of the 12 villages in  
AHIRWAS tract in the NIMANPUR PARGANA of DHAR.

In accordance with the Likhtam dated Jeth Bidi 10th, Fasil year 1229

(A. D. 1822) from Raja Ramchandra  
Powar of Dhar to Rao Bheron Singh,  
the Rao of Hirapur has held from the  
Dhar Darbar the marginally-noted 12  
villages in the Ahirwas tract in the  
Nimanpur pargana on the payment of  
an annual tribute of Rs. 601 Hali coin. For a long time past the Rao

has been representing that the villages in the Ahirwas tract yield little or  
no revenue to him and that consequently he finds the payment of the yearly  
*tanka* of Rs. 601 a heavy burden on him and he has lately requested that the  
Darbar may resume the villages and grant him a *tanka* of Rs. 150 per  
annum as compensation for the allowance formerly enjoyed by his (the  
Rao's) family and in lieu of which the tract containing the 12 villages  
mentioned was held by him. The Dhar Darbar having considered the  
representations made on behalf of the Rao of Hirapur and other circum-  
stances affecting the Ahirwas tract, have decided to resume the 12 villages.  
Accordingly the Rao of Hirapur hereby relinquishes all his rights over the  
12 villages in the Ahirwas tract which were granted to him by the Darbar  
under the aforesaid Likhtam and the Dhar Darbar hereby agree to pay  
to the Rao of Hirapur a *tanka* of Rs. 150 per annum on the resumption of  
the 12 villages as compensation for the *bana* (allowance) mentioned in  
the said Likhtam. The said *tanka* of Rs. 150 per annum in British coin  
will be paid through the Political Agent in Bhopal. This agreement is  
made between the Dhar Darbar and the Rao of Hirapur with retrospective  
effect from the 31st March 1904.

(Sd.) RAUSHANLAL,

*Superintendent,  
Dhar State.*

*Dated 18th July 1905.*

(Sd.) in Hindi Madho Singh Hirapur, uncle of Rao Jaswant Singh.  
(Sd.) Ghulam Husen, Superintendent, Hirapur (in Urdu).  
(Sd.) Choin Singh, uncle of Rao Jaswant Singh (in Hindi).

Dated at Indore the 24th day of October 1881, corresponding with the 29th day of Zikad-a-Hijri 1298.

(Sd.) MOHAMED ISMAIL KHAN,

*Nawab of Jaora.*

(Sd.) LEPEL GRIFFIN,

*Agent, Governor-General.*

(Sd.) RIPON,

*Viceroy and Governor-General of India.*

This agreement was ratified by the Governor-General of India in Council at Calcutta on the 21st day of February A. D. 1882.

C. GRANT,

*Secretary to the Government of India,*

*Foreign Department.*

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No. CLXII.

TRANSLATION of an AGREEMENT (Kabooleut) between THAKOOR OONKAR SING of SUNOWDA and NAWAB GHUFFOOR KHAN for the rent of the village of Sunowda and other villages altogether nine in number, dated 1st September 1821, corresponding with the 5th Bhadwah Sood Sambat 1878,—1821.

By this writing I agree to pay for the nine villages the sum of Salim Shahi Rupees 13,853 for three years from the year 1878 Sumbat to the year 1880 both inclusive ; this sum to include rent and every extra charge with the exception of the fines imposed on criminals, the transit duties, and the zemindaree dues. I have of my own free will concluded this Agreement with the Nawab's government (Jehangir Khan being the Nawab's agent in the business) by which I bind myself to pay into the cutcherry of Mulhargurh the abovementioned sum by regular instalments each year. After the expiration of the abovementioned period of three years, I will for myself and descendants enter into a leasehold agreement to increase the rent of any village that may be found capable of affording such increase according to the established custom of the pergunnah of Mulhargurh. If I under any pretence fail to pay my rent I will submit to be considered an offender against the State. After the expiration of the aforesaid period of three years, in case any of the nine villages should be found depopulated, I will agree in the new settlement that may be made to a deduction from the sum total of the rent that may be fixed upon, proportionate to the sum paid by such village during aforesaid period of three years, and that the village so

NO. CLV.

TRANSLATION of a DEED of grant from NAWAB NUSSER-OD-DOWLAH, NAWAB of Bhopal, to RAO KHOSAL SING, dated 22nd Jemadec-ul-Awul, Juloesce 13th Fuste 1226.

Be it known to the present and future amils, chowdharees, and canoon-goos of pergunnah Ashta, that from time immemorial Rao Khosal Sing (Thouhan obtained his subsistence from the aforesaid Pergunnah. For the last forty years I have, by my own good will and favour, decided to grant him a subsistence out of the pergunnah according to the subjoined statement. I have accordingly fixed the following provision to be paid in three kists to commence from Fuste 1227, and to be paid annually, when the dates of the kists fall due, by the amils without dispute on the condition that he appreciate this gift and render allegiance to the State, and be prominent in bringing evil-doers to punishment, and refrain from extorting bhel and chundee, &c., from the ryots, or oppressing them in any way; in the event of any crime being traced to him, it will result in the forfeiture of the provision made for his subsistence:—

*Particulars of instalments.*

Kist to be paid in Kartick				
"	"	Byack	TOTAL	
"	"	Mangh	• • • • •	
"	"	Byack	• • • • •	
Rupces 233	"	233	Rupces 700	
234	"	234		

NO. CLVI.

TRANSLATION of a DEED of GRANT from MAHARAJAH RAWUT NEWUL SING of Rajguth to BULWUNT SING of Sootalea, dated 29th March 1825.

Whereas the villages of Sootalea, &c., have formed your hereditary possession from time immemorial, and you have represented both to the British representative and to me that the tankha required of you is great, in conjunction with the British representative I have considered your case and have determined to confer on you Sootalea and 11 other villages in jaghire, and to receive in return a tankha from you of Rupces 3,400. This Sunud is given you from my Durbar.

*List of villages.*

Sootalea and its adjoining village	Burdée.
of Thorekamull.	Burachota.
Purdance Kandul.	Imria.
Kanote.	Kulhanpoora.
Bhoredee Puiparee.	Setthpoora.
Jatheepoora.	Jugohpoora.
	Koolawa.

such village during the three years aforesaid shall be allowed from the sum total of the new rent that may be fixed on, and the village so depreciated become 'khalsa' revert to the Nawab; that during the aforesaid term of three years no exactions shall be made under any pretext whatever for money beyond the sum already specified (Rupees 13,853); that the Thakoor shall use his utmost endeavours to promote the prosperity of his villages and the happiness and welfare of his ryots; that all gains and losses shall be laid to the Thakoor's account.

*Accounts of the yearly instalments.*

For the Year 1878 . . . . .	Rupees 4,151
" " 1879 . . . . .	" 4,601
" " 1880 . . . . .	" 5,101
Total Rupees	<u>13,853</u>

The sum of Salim Shahi Rupees 13,853 shall be paid by the regular instalments each year.

*Names of the nine villages.*

Sunowda.	Sujanpoora.
Googurpoora	Monkosha.
Ambah.	Kokrah.
Bugwanpoora.	Nenorah.
Rupye.	

*Similar agreements were mediated with the following Thakoors.*

	Number of villages.	Period of settlement.	Total amount to be paid.
		Years.	Rs. a. p.
Thakoor Boput Sing of Moondeyree . . . . .	1	4	17,704 0 0
Thakoors Madoo Sing and Kooman Sing of Hursoor . . . . .	2	3	7,853 0 0
Thakoor Kissen Sing of Burkhera Deo Dungee . . . . .	3	3	8,203 0 0
Thakoor Zalim Sing of Burkheri . . . . .	1	3	7,151 0 0
Total . . . . .	<u>7</u>		
Thakoor Chundun Sing of Taul . . . . .	8½	3	24,459 0 0
Thakoor Anoop Sing of Taul . . . . .	3	3	8,706 0 0
Thakoor Beeja Sing of Taul . . . . .	2	3	4,803 0 0
Total . . . . .	<u>13½</u>		
Thakoor Chutter Sing of Sopra . . . . .	2	3	6,103 0 0

## V.—MALWA AGENCY.

Besides the Treaty State of Jaora, there are 31 guaranteed Chiefs and Thakurs of more or less importance in the Malwa Agency. The relations of these petty holders are complicated ; and the supervision of their affairs, as in the case of similar tenures in other parts of the Central India Agency, is difficult and responsible.

In December 1895 the control of the Agency was transferred from the charge of the Commandant of the Central India Horse to that of an officer of the Indian Political Department, and the head-quarters of the Agency were removed from Agar to Neemuch.

The Chaumahla districts of Jhalawar were removed from the control of the Political Agent in Malwa in 1897. In November 1903 the outlying portions of the Indore State were transferred to the political charge of the Resident at Indore. The Thakurates of Bhatkheri and Lalgarrh, however, remained within the political jurisdiction of the Political Agent in Malwa. The connection of the Thakurates of Sheogarh, Naulana, and Bilauda, which were transferred to the Indore Residency, remains now with the Malwa Agency only so far as their tankhas from the Gwalior State are concerned.

### (1). JAORA.

Ghafur Khan, the first Nawab of Jaora, was brother-in-law of the predatory leader Amir Khan, whom he represented at the Court of Holkar when Amir Khan quitted Malwa on his expeditions into Rajputana. The lands which had been assigned to him by Holkar were guaranteed to him by the 12th article of the Treaty of Mandsaur (No. LIV) on condition of his maintaining a body of 600 horse, the quota to be increased in proportion to the increasing revenue of his districts. Amir Khan himself claimed these lands, alleging that the grants had been made to him although Ghafur Khan's name was used, and that he was entitled to them by virtue of his engagements with the British Government. Enquiry, however, showed that Ghafur Khan held them on his own account as a member of Holkar's government, and that his real dependence on Amir Khan, which was the origin of his influence with Holkar, had ceased before the war of 1817. Amir Khan's claim was therefore rejected.

Ghafur Khan was succeeded in 1825 by his son, Ghaus Muhammad Khan, who was then only two years of age. The arrangements for the management of the State were made by the British Government, but as

time to time agreeably to the value of the lands, in conformity to general usage, and after the manner of all other renters.

PARTABGARH ;

(Sd.) A. MACDONALD,

*The 1st September 1821.* }

*First Asstt. to Sir John Malcolm.*

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A guarantee was given to Zalim Sing for possession of the village of Burkhera for three years from A.D. 1821 to 1823 inclusive, but on the understanding that after the latter date, the Thakoor should resign the village to the Nawab, and have no further claim on it.

In 1896 the Status of the Thakur of Barkhera Panth in the Jaora State was recognised\* by the Government of India as that of a guaranteed holder.

THAKOOR CHUNDUN SING of TAUL *was also to hold two VILLAGES in ISTIMRAREE TENURE (see No. CCXI).*

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\* Foreign Department letter No. 1881-1-B., dated the 10th June 1896.

for the loss thereby caused to the State revenue. This sum is paid through the Political Agent, Malwa.

Nawab Muhammad Ismail Khan was made an Honorary Major in the British Army in 1881, and in 1883 a son was born to him, and was recognised by Government as the successor in the State.

In February 1887 the Nawab abolished all transit duties throughout his State, except on opium, on the occasion of the Jubilee of Her Majesty the Queen-Empress of India. Jaora contains the best poppy-growing lands in Malwa and yields annually about 1,850 maunds of opium.

Nawab Mahammad Ismail Khan died on the 5th March 1895, and was succeeded by his son, Muhammad Iftikhar Ali Khan, who was born in 1883. Khan Bahadur Yar Muhammad Khan, C.S.I., uncle of the Nawab and son of Hazrat Nur Khan, C.S.I., a former kamdar, who had been employed since 1887, was allowed to continue as kamdar during the minority of the Nawab, subject to the general control of the Political Agent. At the time of the installation of the young Chief the Indore Darbar raised the question of its right to depute an Agent and present a khilat; but the Government of India rejected the claim, and decided that the Nawab should be installed in the name of the Maharaja Holkar by the Agent to the Governor-General in Central India, and that the khilat should be presented on behalf of the Government of India. The representative of the Indore Darbar was allowed to attend the ceremony as a spectator only. The customary nazarana of Indore. Hali Rupees 2,00,000 was paid by Jaora to Indore on the occasion.

Nawab Muhammad Iftikhar Ali Khan received his education partly at the Daly College, and partly under a European tutor and guardian. In 1901 the Nawab joined the Imperial Cadet Corps, and since 1903 he has remained at the capital of his State receiving instruction in the work of administration under his uncle, the kamdar. In April 1906 the Nawab was invested with full administrative powers.

The area of Jaora is 568 square miles; the population, according to the census of 1901, is 84,202; and the revenue is about Rs. 8,50,000. In 1905 the military establishment of the Jaora State, including irregulars, consisted of 55 cavalry, 137 infantry, 31 artillery men, and 16 serviceable guns.

The Chief is entitled to a salute of 13 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

Bhairon Singh died on the 27th January 1864, leaving a son, Ranjit Singh, aged two years, who was recognised by the British Government as heir to the Chiefship. Mir Shahamat Ali, an officer of the British Government, was deputed to superintend the administration, and with him were associated the uncle of the young Chief and the Thakur of Sarwan. The result of an investigation into the accounts of the State was that charges of fraud and peculation were brought home to the former kamdar of the State and his deputy. They were fined two and a half lakhs of rupees; their jagirs were confiscated; and they were forbidden to return to Ratlam during the minority of the Chief.

On the occasion of the Delhi Durbar, held on the 1st January 1877, the Raja of Ratlam was gazetted to a permanent salute of thirteen guns: this was, however, subsequently altered in 1878 to a personal one, the permanent salute of the Chief remaining at eleven guns.

Under the careful management of Mir Shahamat Ali the debts of the State, which at the period of his deputation to Ratlam exceeded ten lakhs of rupees, were paid off, and, in addition to the payment of the ordinary charges of the State, six lakhs of rupees were spent on roads and other useful public works.

Raja Ranjit Singh received independent charge of his State in 1880, Mir Shahamat Ali stayed on as minister till January 1881, when he retired on a pension of Rs. 600 per mensem. He died in 1890. Raja Ranjit Singh was created a Knight Commander of the Indian Empire in 1887.

In 1864 the Chief agreed (No. CLXV) to cede any land required for railway purposes with plenary jurisdiction to the British Government, and not to levy transit duty on through traffic.

An Agreement (No. CLXVI) was made in 1881 between the Government of India and the Raja by which the latter consented, in consideration of a compensation of Rs. 1,000 a year, to abolish all transit dues on salt in his State. The compensation is paid to the Darbar through the Political Agent, Malwa. In January 1885, the Raja abolished all transit duties in his State, except those on opium.

An Agreement (No. CLXVII) was made in June 1887, between the States of Ratlam and Sailana, under which the former State received annually Rs. 18,000 Salim Shahi from the latter as compensation for relinquishing its right to levy customs dues in Sailana. This agreement was readjusted in 1902 (No. CLXVIII), whereby the Ratlam Darbar receives Rs. 6,000 British currency, instead of Rs. 18,000 Salim Shahi, and exempts Sailana goods from all customs dues and other cesses, except octroi levied



NO. CLX.

TRANSLATION of a NOTE given by GERALD WELLESLEY, ESQ.,  
RESIDENT, INDORE, to NAWAB GHUFFOOR KHAN, dated  
30th April 1823, 15th Shaban 1238 Hijree, Bysakh, Boodee  
the 5th Sambat 1880.

Nawab Ghuffoor Khan having for his own satisfaction requested a writing under my seal and signature in proof of the arrangement now made in regard to the number of troops to be maintained by him in readiness for the service of the State; it is accordingly hereby certified that it is not the intention of the British Government to require the said Nawab henceforth to furnish a greater body of troops than what has been recently fixed *viz.*; five hundred horse and five hundred foot, with four guns, the whole to be good and well armed troops and to be constantly kept in a state of efficiency and readiness for the service of the State; and the orders of the Government have been received to this effect. In the engagement originally executed between the British Government and Nawab Ghuffoor Khan, it was stipulated that in proportion to the increase of the cultivation and revenue of his *jaidad*, a proportional addition should be made to the strength of the contingent; but in consequence of the conclusion of the arrangement recently entered into, the above conditions have been substituted and will henceforth continue in force.

NO. CLXI.

AGREEMENT between the BRITISH GOVERNMENT on the one part and His Highness the NAWAB of JAORA on the other part, —1881.

Whereas it has been considered desirable that the levy of transit duty on salt passing through the Jaora territory shall cease, it is hereby agreed between the Government of India and the Nawab of Jaora as under:—  
1st.—The Nawab of Jaora undertakes to abolish all transit duties of whatever description on all salt passing through the Jaora territory.  
2nd.—The British Government, in consideration of the loss which the abolition of the above duties will entail, agrees to pay to the Nawab of Jaora annually the sum of Rupees 2,500 Government currency, the said payment to have effect from the 21st July 1880, being the date on which the duties in question were abolished.

A tribute of Rs. 60,000 from this State was guaranteed to Sindhia by an Agreement (No. CLXIX) mediated by Sir John Malcolm in 1820. In consequence of repeated representations from the Raja, Rs. 5,000 of the annual tribute were remitted in 1860 by Sindhia, on the occasion of the Raja's son waiting on him at Gwalior (No. CLXX). An intimation of the remission was given to the Raja of Sitamau in a letter from Sindhia to his address.

Raja Raj Singh of Sitamau remained faithful to the British Government during the mutiny of 1857, and received a khilat valued at Rs. 2,000.

In 1865 the Chief agreed (No. CLXXI) to cede any land that might be required for railway purposes on the same terms as those mentioned in the cases of Raflam and Sailana.

Raja Raj Singh, who was an able ruler, died in 1867; his eldest son having predeceased him in 1864, the succession of his grandson, Bhawani Singh, was recognized and sanctioned by the British Government.

Bhawani Singh died on the 28th May 1885, and was succeeded by Bahadur Singh, then 31 years of age, elder son of Thakur Takht Singh of Chiklia, second cousin of Raja Bhawani Singh. On this occasion Sindhia put forward a claim to be consulted regarding the succession, but the claim was held to be inadmissible under the terms of the guarantee held by the Sitamau State. The Darbar also claimed to receive nazarana, but this too was overruled. It was held that Sitamau, being a mediatized Chiefship of the first class, was liable to the payment of nazarana to the Government of India alone, and that one year's revenue was properly leviable under the rules, on the occasion of Bahadur Singh's succession. In consideration, however, of the poverty of the State a nazarana equal to half a year's net income was taken. A khilat of the value of Rs. 8,875 was bestowed on the Chief on his formal installation, in the form of a deduction from the nazarana.

An Agreement (No. CLXXII) between the Government of India and Raja Bhawani Singh was made in 1881, by which the Darbar abolished all transit dues on salt passing through Sitamau in consideration of a payment of Rs. 2,000 annually as compensation. This sum is paid through the Political Agent, Malwa.

In February 1887, the Raja abolished all transit duties in his State, except those on opium and wood, on the occasion of the Jubilee of Her Majesty the Queen-Empress of India.

In 1896 the Chief of Sitamau raised the question of his precedence over the Chief of Sailana in darbar, on the ground of his descent from a



The agreements were confirmed by the Governor-General in Council on 20th (October 1881, and the guarantees signed by Captain A. MacDonald as mediator in 1821 A.D. They are given in *extenso* below.

COPY OF GUARANTEE REGARDING THE VILLAGE OF MOONDEYREE.

Certified that Boput Sing of Moondreyce has received from Guffoor Khan, through my mediation, a grant of the said village of Moondreyce to himself and family as renters in perpetuity as long as they fulfil the terms of their lease, the amount of which will be settled from time to time agreeably to the value of the lands, in conformity to general usage, and after the manner of all other renters.

CAMP NAWGANXI;  
The 12th September 1821.

(Sd.) A. MACDONALD,  
First Asstt. to Sir J. Malcolm.

COPY OF GUARANTEE REGARDING THE VILLAGES OF HURSOOR AND TORI.

Certified that Madoo Sing and Kooman Sing of Hursoor have received from Guffoor Khan, through my mediation, a grant of the said village and Tori to himself and family as renters in perpetuity as long as they fulfil the terms of their rent, the amount of which will be settled from time to time agreeably to the value of the land, in conformity to general usage, and after the manner of all other renters.

PARTABGARH;  
The 1st September 1821.

(Sd.) A. MACDONALD,  
First Asstt. to Sir J. Malcolm.

COPY OF GUARANTEE REGARDING THE VILLAGES OF BURKHHERA, DEO DOONGREE, RINDON, AND MOONDLI.

Certified that Kishen Sing of Burkhera, Deo Doongree, has received from Guffoor Khan, through my mediation, a grant of the said village, and Rindon and Moondli, to himself and family as renters in perpetuity as long as they fulfil the terms of their rent, the amount of which will be settled from

Rao. Gopal Rao died in February 1906, and was succeeded by his eldest son, Dhondu Gopal, *alias* Nana Sahib, who was born in 1863.

Wasudeo Janardan died in 1868, and the succession of his son, Janardan Wasudeo, then about twenty-four years of age, was recognized by the British Government. Janardan Wasudeo died in 1886, and was succeeded by his son, Narayan Rao, who was born in 1870. As Janardan Wasudeo was of weak intellect, the management of his affairs had been entrusted to a kamdar subject to the control of the Political Agent, Western Malwa (Malwa). Narayan Rao was entrusted with the management of his affairs in 1892.

The grantees have no proprietary rights over the villages from which their assignment is drawn. To prevent disputes therefore with the proprietors it has been arranged that the latter shall pay their tribute to the Malwa Agency, whence it is disbursed to the grantees. The actual amount now received by the grantees is Rs. 9,785-11-0 British currency. The proprietors are held responsible for the peace of the villages. Nazarana is taken on succession from the grantees of the money assignment. The jurisdiction over these villages is held directly by the Political Agent, Malwa.

The Thakur of Guderkhhera holds  $1\frac{1}{2}$  villages in the pargana of Panth Piploda, and the Thakur of Champaner holds one village (Champaner) in the same pargana. A new hamlet, named Kesarpura, has also been populated by the Thakur of Mandawal in the Panth Piploda jagirs.

The area of Panth Piploda is 19 square miles; the population, according to the census of 1901, is 3,544; and the revenue is estimated at about Rs. 9,800.

Panth Piploda is liable to pay nazarana to the British Government.

### 5. PIPLODA.\*

The Settlement (No. CLXXVIII) of this Chiefship, under which a tribute of Salim Shahi Rupees 28,000 is paid to the Nawab of Jaora, in accordance with the 12th article of the treaty of Mandsaur, was made with Prithi Singh by Sir John Malcolm in 1820. The Piploda family are Doria Rajputs, who emigrated several centuries ago from Girnal in Junagarh. The Thakur receives from the senior Chief of Dewas Rs. 138 a year as tankha on six villages, and from the junior Chief of Dewas Rs. 115 on five villages in Garhguchha. He also holds a grant of land in the village of Betikheri in the Alaut district from the senior Chief of Dewas, and he receives Rs. 1,000 dami from Tal and Mandawal. The Nawab of Jaora asserts a right to

\* Malcolm's "Malwa," No. 1 of Schedule No. I.

## (II). MEDIATIZED CHIEFS IN THE MALWA AGENCY.

There are altogether thirty-one of these holdings in the Malwa Agency, all of them guaranteed in a greater or less degree by the British Government. Even as late as the year 1861 the districts of Malwa were incessantly subject to the inroads of the Bhils from Banswara and Partabgarh, and in February of that year it was considered advisable to make an Engagement (No. CLXIII) with the Thakurs on the frontier, in whose districts the principal passes of the hills are situated, to combine to oppose the incursions of the Bhils. These raids occur much less frequently than formerly, and the Thakurs are quite able to prevent them if they remain united; but they are frequently at feud with each other, and often make common cause with the Bhils to plunder or injure their neighbours. The most important of the mediatized Chiefs in the Malwa Agency is Rattlam.

## 1. RATLAM.\*

Under the Engagement (No. CLXIV) mediated by Sir John Malcolm in 1819 between Partab Singh, Raja of Rattlam, and Daulat Rao Sindhia, the former agreed to pay to the Gwalior Darbar an annual tribute of Salim Shahi Rupees 84,000, while Sindhia undertook never to send any troops into the country or to interfere in any way in the internal administration or succession. This tribute was assigned to the British Government under the Treaty of 1844 with Sindhia in part payment of the Gwalior Contingent. It is now paid to the Government of India under the Treaty of 1860.

The Raja of Rattlam, who is descended from a younger branch of the Jodhpur family, was considered the principal Rajput leader in western Malwa, and in consequence received voluntary allegiance and assistance from the neighbouring Rajput Chiefs. Partab Singh died in 1824. He had no children; and as disturbances were anticipated in the event of his death without proper arrangements for the succession, Sir John Malcolm recommended in 1821 that Balwant Singh, a cousin of the Chief of Salumbar, whom Partab Singh had selected to succeed him, should be recognised. This was done, and Balwant Singh continued in possession of the Chiefship till his death on the 29th August 1857. He rendered good service during the mutinies, in recognition of which his adopted son and successor Bhairon Singh, received a khilat of Rs. 3,000 and the thanks of Govern-

that, in the event of the Thakur abolishing the sayer dues, the Darbar should be compensated by either withholding the dami paid to Piploda by the Jaora Darbar or by paying to the Darbar a fixed annual amount determined on the basis of the collections for the past ten years. The engagement of 1844 was considered as binding, and the right of the Jaora Darbar to demand the attendance of a vakil from the Thakur was upheld by the Government of India.

The area of Piploda is about 60 square miles ; the population, according to the census of 1901, is 9,529 ; and the revenue is about Rs. 95,000.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

#### 6. JAWASIA.\*

The Thakur of Jawasia receives the following tankhas :—

	Rs.	A.
From Sindhia (No. CLXXX).	1,400	0
„ (No. CLXXXI)	150	0
From Holkar† (No. CLXXXII)	120	0
„ (No. CLXXXIII)	180	0
„ (No. CLXXXIV)	21	0
From Dewas (No. CLXXXV)	3,305	3
Total	5,176	3

The tankha of Rs. 1,400 from Sindhia is paid through the Political Agent in Malwa ; the others direct.

Besides the tankhas named above the Thakur holds in quit-rent tenure the villages of Jawasia for Rs. 501, Gurfheri for Rs. 201, and Chaplakheri for Rs. 341-8 in Dewas. He also holds in jagir a well and 16 bighas of land in the village of Sundwarni, and a well and 25 bighas in the village of Bunarsi. The Thakur holds under Sindhia 50 bighas in the village of Bakani ; a well and 14 bighas in the village of Basoda, and two bighas of rice land in the village of Ratankheri in Dewas ; also a well and 15 bighas in the village of Dadota.

The Jawasia family are Sisodiya Rajputs, descended from the Bhadnagar family in Udaipur. The family settled first in Dipalpur, next at Bararh in Shahjahanpur (Gwalior), then at Tajpur in the Ujjain pargana, and finally at Jawasia.

\* Malcolm's "Malwa," Nos. 23 and 44 of Schedule No. II.

† These parwanas show only Rs. 321 to be paid by Holkar. The amount given by Malcolm is Rs. 600.

by the Ratlam municipality. Articles II and III of the agreement of 1887 are still in force.

An Agreement (No. XV) was mediated in July 1890 by the Government of India between the Gwalior and Ratlam States for the construction of the Raniya-Kachrod road passing through a portion of Ratlam territory, on payment of a lump sum of Rs. 4,370 as compensation by Gwalior to the Ratlam State. The Ratlam Darbar, on its side, agreed (Art. 5) not to exact any dues on Gwalior goods passing through its territory along the road, except on opium.

In 1890 it was decided to make a railway line from Ratlam on the Rajputana-Malwa system to Godhra, a station on an extension of the Bombay-Baroda line. The work was at once commenced, and in August and September 1891 the Ratlam, Sailana, Indore, and Jhabua Chiefs, through whose States the line passes, agreed to cede all land required for it, free of cost and with full jurisdiction.

Raja Ranjit Singh died in 1893, and was succeeded by his son, Sajjan Singh, who was born in December 1879. During the minority of Sajjan Singh the administration was carried on by a dewan. The young Raja received his education at the Daly College, Indore, and under the supervision of a European tutor and guardian. In December 1898 Sajjan Singh was invested with ruling powers. He was a member of the Imperial Cadet Corps from 1901 to 1903.

The British Indian rupee is now the sole legal tender in the State. The area of Ratlam is 902 square miles; the population, according to the census of 1901, is 83,773; and the revenue about Rs. 9,00,000 from all sources, of which, however, Rs. 2,22,189 is alienated in jagirs and other grants. The military forces of the State consist (1905) of 62 cavalry, 123 infantry, 13 artillery men, with 2 serviceable guns, and 355 police men. The Chief is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867. The State is liable to the operation of the nazarana rules.

## \*2. SITAMAU.

This Chiefship, like Sailana, formed originally a portion of Ratlam, and was divided from it on the death of Ram Singh, Raja of Ratlam, in 1660, when his second son, Kasar Das, succeeded to the lands now comprised in Sitaman.





senior branch of the family of Raja Ratan Singh, the founder of the Ratlam State, of which Sitamau once formed a part. His claim was recognised by the Government of India, and orders to that effect were communicated to the parties concerned in 1902. Since then Sitamau takes precedence of Sailana.

Raja Bahadur Singh of Sitamau died in 1899, and was succeeded by his brother, Sadul Singh. The latter died on the 9th May 1900. Owing to a failure of direct male issue, several claims were put forward to the vacant gadi. The Government of India decided in favour of Bapu Ram Singh, who was born in 1879, brother of the Thakur of Kachhi Baroda in the Bhopawar Agency, on the ground of his descent from the senior branch of the family of Raja Ratan Singh. Because of the financial embarrassment of the State the amount of nazarana due to the Government of India on Ram Singh's succession was fixed by the former, as a special case, at half a year's instead of a whole year's revenue.

The area of Sitamau is 350 square miles; the population, according to the census of 1901, is 23,863; and the revenue is estimated at Rs. 1,26,000. The military force of the State consists (1905) of about 150 irregular cavalry and infantry, which are used as police, and one gun. The Chief is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867. The State is liable to the operation of the nazarana rules.

### 3. SAILANA.\*

Sailana pays an annual tribute of Rs. 42,000 to the Government of India under the same conditions as Ratlam (No. CLXIV), of which territory it originally formed a part. On the death of Kesar Singh, Raja of Ratlam, in 1709, his eldest son, Man Singh, succeeded to the lands forming the present district of Ratlam, and Jai Singh, his second son, to Sailana, which he made into an independent State in 1730.

The tribute is paid to the British Government under the treaty with Sindhia of the 12th December 1860, having been assigned in 1844 in part payment of the Gwalior Contingent. By a separate Agreement (No. CLXXIII) the Raja engaged, after paying Rs. 22,234 in cash as arrears of tribute, to pay Rs. 75,000 as the balance of arrears up to 1819 in five yearly instalments.

Lachman Singh, the Chief with whom the original settlement was made in 1819 (No. CLXIV), was succeeded by his son, Ratan Singh, who

of the State, fixed, as a special case, at half instead of a whole year's revenue.

In 1896 Bahadur Singh, the Chief of Sitaman, raised the question of his precedence over the Chief of Sailana in darbar, on the ground of his descent from a senior branch of the family of Raja Ratan Singh. The claim was admitted by the Government of India, and in 1902 orders to that effect were communicated to the two Chiefs concerned. Sitaman has since then taken precedence of Sailana.

In November 1905 Raja Jaswant Singh of Sailana was invested by His Royal Highness the Prince of Wales with the insignia of the Order of Knight Commander of the Indian Empire.

The area of the State is 450 square miles; the population, according to the census of 1901, is 25,731; and the gross annual income is stated to be Rs. 1,50,000, but for the last few years it has not exceeded Rs. 1,15,000.

The military force of Sailana consists (1905) of 25 cavalry, 50 infantry, 6 artillery men with 5 guns, and 113 armed police men.

The Raja receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

The State is liable to the operation of the nazarana rules.

#### 4. PANTH PIPLODA.

Panth Piploa is held directly from the British Government without the intervention of any Native State, and the holding, therefore, differs from that of all the other medialized Chiefs in the Agency.

An assignment of the revenue of ten villages of Panth Piploa and Mandawal, amounting to Rs. 11,761, was originally made by the Peshwa Narayan Rao to the family of Sambaji Attaji, a Maratha Pandit, and was renewed in the names of his nephews, Dhondeo Gopal and Janardan Gopal, by the Peshwa Madho Rao. By article 14 of the treaty of 1817 (see Volume VI), the Peshwa ceded to the British Government all his territories and rights in Malwa. By this cession therefore the ten villages of Panth Piploa became virtually British territory; but Government continued the state of things which had existed under Maratha rule, and in 1821 Naru Dhondeo and Wasudeo Janardan, sons of Dhondeo Gopal, and Janardan Gopal, received from Sir John Malcolm a Sanad (No. CLXXVII), which was confirmed by the Supreme Government, whereby their right to receive tribute on ten villages in the district of Mandawal and the suba of Mandasaur was recognized. Naru Dhondeo was succeeded in 1850 by his son, Gopal

was succeeded by Hamir Singh; and the latter by his son, Raghunath Singh, in 1882. Raghunath Singh died in 1899, and was succeeded by his brother, the present Thakur Man Singh.

At the time of Man Singh's succession the Gwalior Darbar raised the question of the Thakur's right to the villages of Narwar, Gumri, and Machakheri, on the ground that the parwana, with which Captain Borthwick, Political Agent in Mehidpur, forwarded to Thakur Lachhman Singh and his son, Hamir Singh, in 1830, the patta granted for these villages did not amount to a guarantee; and that the patta itself was merely a lease for the lives for the grantees. The Government of India decided that the villages should be considered as guaranteed.

The claim of the Gwalior Darbar to a right to exercise civil and criminal jurisdiction in the guaranteed holdings of the Thakur of Narwar was rejected by the Agent to the Governor-General in Central India in 1897.

The Thakur is a Jhala Rajput, and his ancestors are said to have come from Dhrangdra in Kathiawar.

The area of the Thakurate is 16 square miles; its population, according to the census of 1901, is 1,905; and its revenue in normal years is about Rs. 19,000.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 12. LALGARH.\*

The Thakur of Lalgarh receives the following tankhas:—

	Rs.
From Sindhia (No. CI.XXX) . . . . .	8,100
„ „ (No. CXCIV) . . . . .	375
„ Holkar (No. CXCV) . . . . .	1,400
„ Dewas (No. CLXXXV) . . . . .	150
<b>TOTAL . . . . .</b>	<b>10,025</b>

He also holds (No. CXCVI) from Holkar a settlement of Rs. 1,000 with the village of Kachalia in jagir, and two other villages in quit-rent tenure, for which he pays Rs. 2,400, and from Sindhia (No. CXCVII) the villages of Sudwas in Barod pargana, and Dabla in Piplaun pargana. In the original of this sanad the name of the latter village is entered as Dhobla Ajna of Baro pargana. Besides this he receives a tankha of Rs. 250 from Sundarsi under Holkar, and one of Rs. 250 from

\* Malcolm's "Malwa," Nos. 8, 30, and 42 of Schedule No. II,

receive Rs. 180 from the above dami, but the claim is disputed by the Thakur.

The settlement made in 1820 put the Thakur on the same footing as other mediatized Chiefs, but in 1844, when Sir Claud Wade was Resident at Indore, a new Decd (No. CLXXIX) was executed between the Thakur and the Nawab of Jaora without the cognizance of the Government of India, by which the Thakur was placed in greater dependence on the Nawab, and the right of the latter to control the judicial administration of the Thakur was admitted. The existence of this decd was first brought to the notice of the Government of India in February 1864, but it was resolved not to interfere with arrangements which had lasted twenty years so long as no dispute should arise on the subject between the Thakur and the Nawab.

Like other mediatized Thakurs in this Agency, the Thakur of Piploda refers all criminal cases to the Political Agent.

Thakur Prithi Singh was succeeded by his son, Umed Singh, and he by his son, Onkar Singh, who died on the 12th November 1863, when his adopted son, Dule Singh, then eleven years of age, was recognized as heir by the British Government. Dule Singh died on the 26th October 1888, and his eldest son, Kesri Singh, born in 1873, was recognized as his successor.

In 1901 the Thakur of Piploda memorialised the Government of India in respect of the long standing dispute between him and the Jaora Darbar on the alleged right of the latter to levy customs duty in the Thakurate.

The memorial begged that:—

- (1) The muchalka executed between the Nawab of Jaora and the Thakur of Piploda in 1844 (see No. CLXXIX) under the authority of Sir C. Wade should be abrogated;
- (2) the attendance of a Piploda vakil on the Jaora Darbar should cease; and
- (3) instead of a division being made of the actual receipts of the sayar, a fixed sum equivalent to the collection of the last ten years should be paid annually by Piploda to Jaora.

The Government of India, while accepting the claim of the Jaora Darbar to half of the sayer revenues of Piploda, did not recognise the right of the suzerain State to interfere with the internal administration of the Thakurate, and it was decided that the Darbar should only be paid its share of the sayer collections made by the Thakur himself, through the Political Agent in Malwa. The contention of the Jaora Darbar that the Thakur had no right to abolish sayer dues was also not approved, and it was ordered

Partab Singh was the Thakur with whom the original settlement was mediated. He was succeeded by Hate Singh, and the latter by Onkar Singh, father of Thakur Achal Singh, who succeeded in 1879. Achal Singh died in March 1906, and was succeeded by his son, Pratap Singh. He is a Khichi Rajput of the Raghugarh family.

In 1902 the Government of India decided that the Thakur should be held to have been guaranteed till the year 1887, when his guarantee was withdrawn by order of the Government of India.

The area of the holding is 8 square miles ; the population, according to the census of 1901, is 600 ; and the revenue Rs. 4,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

#### 14. NAUGAON.\*

This Thakur receives (No. CLXXX) a tankha of Rs. 114 from Sindhia. Besides the above tankha he holds in jagir under Sindhia 100 bighas in Naugaon ; 75 bighas in Harnakheri ; 100 bighas, a tank, a well, and a garden in Datana.

Bharat Singh was Thakur when the settlement was mediated. He was succeeded by his son, Zalim Singh, who died in 1901, and was succeeded by his son, Onkar Singh, the present Thakur, who was born in 1860. The tankha is paid through the Political Agent. The family are Jadon Rajputs, and are said to have migrated from Karauli several centuries ago.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

#### 15. DATANA.†

The Thakur of Datana receives (No. CLXXX) a tankha of Rs. 186 from Sindhia through the Political Agent. He also holds lands in jagir from Sindhia in Datana, and Matana, and 50 bighas in Hanskheri, Kharchar, and Hilakheri.

Sardar Singh was the Thakur with whom the settlement was mediated. He was succeeded by Prithi Singh, and the latter by his son, Ratan Singh ; and after Ratan Singh's death in 1878, the present Thakur, Bhawani Singh, an adopted son, born in 1865, was put in possession of the Estate. He, like the Naugaon Thakur, is a Jadon Rajput from Karauli.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

\* Malcolm's "Malwa," No. 32 of Schedule No. II.

† Malcolm's "Malwa," No. 33 of Schedule No. II.

receive Rs. 180 from the above dami, but the claim is disputed by the Thakur.

The settlement made in 1820 put the Thakur on the same footing as other mediatized Chiefs, but in 1844, when Sir Claud Wade was Resident at Indore, a new Decd (No. CLXXXIX) was executed between the Thakur and the Nawab of Jaora without the cognizance of the Government of India, by which the Thakur was placed in greater dependence on the Nawab, and the right of the latter to control the judicial administration of the Thakur was admitted. The existence of this deed was first brought to the notice of the Government of India in February 1864, but it was resolved not to interfere with arrangements which had lasted twenty years so long as no dispute should arise on the subject between the Thakur and the Nawab. Like other mediatized Thakurs in this Agency, the Thakur of Piploda refers all criminal cases to the Political Agent.

Thakur Prithi Singh was succeeded by his son, Umed Singh, and he by his son, Onkar Singh, who died on the 12th November 1863, when his adopted son, Dule Singh, then eleven years of age, was recognized as heir by the British Government. Dule Singh died on the 26th October 1888, and his eldest son, Kesri Singh, born in 1873, was recognized as his successor.

In 1901 the Thakur of Piploda memorialised the Government of India in respect of the long standing dispute between him and the Jaora Darbar on the alleged right of the latter to levy customs duty in the Thakurate.

The memorial begged that:—

- (1) The muchalka executed between the Nawab of Jaora and the Thakur of Piploda in 1844 (see No. CLXXXIX) under the authority of Sir C. Wade should be abrogated;
- (2) the attendance of a Piploda vakil on the Jaora Darbar should cease; and
- (3) instead of a division being made of the actual receipts of the sayer, a fixed sum equivalent to the collection of the last ten years should be paid annually by Piploda to Jaora.

The Government of India, while accepting the claim of the Jaora Darbar to half of the sayer revenues of Piploda, did not recognise the right of the suzerain State to interfere with the internal administration of the Thakurate, and it was decided that the Darbar should only be paid its share of the sayer collections made by the Thakur himself, through the Political Agent in Malwa. The contention of the Jaora Darbar that the Thakur had no right to abolish sayer dues was also not approved, and it was ordered

The Dhulatia family are Khichi Rajputs, and are connected with the Piplia family (*vide supra*).

The income of the Thakur amounts to about Rs. 1,221.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 18. BARDIA \* (BARRA).

The Thakur of Bardia receives the following tankhas :—

	Rs.
From Sindhia No. (CLXXX) . . . . .	3,900
„ „ No. (CXCIV) . . . . .	300
„ Holkar No. (CCV) . . . . .	1,200
„ „ No. (CCVI) . . . . .	125
„ Dewas No. (CLXXXV) . . . . .	60
<b>TOTAL</b>	<b>5,585</b>

All the tankhas are paid direct to the Thakur by the respective Darbars. At the recommendation of the Agent to the Governor-General for Central India, the village of Barkheri was granted by Sindhia to the then Thakur, Rao Nawal Singh, in istimrari tenure at a rent of Rs. 800 for services rendered to the British Government during the mutinies. Besides the above, the Rao holds on quit-rent tenure the village of Baorikhara at a rent of Rs. 201 ; and he holds in jagir the village of Bardia, 500 bighas in Dabri, the same in Bijnakheri, and a garden at Agar.

He also receives (No. CCVII) Rs. 2 as bhet annually from each of the villages under Sindhia in the parganas of Agar and Piplaun.

Karam Singh, the Thakur with whom the settlement was mediated, was succeeded by his son, Nawal Singh. Nawal Singh died in 1865, and was succeeded by his son, Dhaukal Singh, the present Rao, who was born in 1850.

The Bardia Thakurs claim descent from the Naurana branch of the Mainpuri family of Chauhan Rajputs.

The area of Bardia is 7 square miles ; the population, according to the census of 1901, is 568 ; and its revenue about Rs. 15,000.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

\* Malcolm's "Malwa," No. 7 of Schedule No. II.



7. DABRI.\*

Anup Singh, the Thakur with whom the settlement was mediated, was succeeded by his son, Lal Singh, and the latter by his nephew, Bhairoon Singh. Bhairoon Singh died in February 1882 and was succeeded by his son, Deo Singh. Deo Singh died in 1883, and his son, Parbat Singh, who was born in 1879, is the present Thakur. The Dabri branch are Chauhan Rajputs, and belong to the Karaudia family. The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

This Thakur receives the following tanks :—

[illegible]

\* Malcolms "Malwa," No. 26 of Schedule No. II.  
† Malcolms "Malwa," Nos. 27 and 46 of Schedule No.  
‡ The amount given by Malcolms is Rs. 430.

## 21. BHATKHERI.

The original settlement for Bhatkheri (No. CCXI) was made with Rawat Karan Singh, who was then Thakur, being a Chandrawat Rajput. About 1870 Holkar attempted to levy sardeshmukhi tax on the revenue of the above village, but the existence of the guarantee having been brought to the notice of the Political Agent, the claim was disallowed. The Rawat levies "khunt" and receives "deshki-kodi" taxes. He holds jagir lands in the villages of Gopalpura, Nalwa, and Mokhadi; also the villages of Bhadana and Bukhtani in istimrari tenure on payment of Rs. 601 as quit-rent to Holkar. Civil and criminal jurisdiction in Bhatkheri is exercised by the Rawat, heinous offences being cognizable by the Political Agent.

On the death of Thakur Zorawar Singh in 1861, Rawat Sheo Singh, his son, succeeded to his rights; and he was succeeded on his death, in October 1891, by his son, Sajan Singh, the present Thakur, with the sanction of the Government of India. During the minority of Sajan Singh, who was born in 1887, the Estate is being managed by a superintendent under the supervision of the Political Agent.

In 1894 the Government of India decided that the Indore Darbar should be allowed to exercise jurisdiction in the village of Bhatkheri in heinous and important cases, leaving to the Thakur jurisdiction in cases of minor importance, subject to the control of the Political Agent, who could interfere when he thought it expedient to do so: civil suits over Rs. 5,000 in value to be tried by the Indore Darbar Courts, and those below that value by the Thakur. All cases in which the Thakur, or any of his near relatives, to the 3rd degree, might be personally interested to be tried by the Political Agent. The Government of India in agreeing to these rules reserved to themselves the right of interfering to guard the Thakur against any action of the Darbar which might be calculated to disturb the guarantee or to otherwise injuriously affect him.

The area of Bhatkheri is 35 square miles; the population, according to the census of 1901, is 1,878; and the revenue about Rs. 15,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 22. SHUJAOTA.

The Settlement (No. CCXII) which was originally made with Raghu-nath Singh guarantees to the holder the villages of Shujaota, Salakhera, and Piplia on payment of Rs. 3,303 as rent to the Jaora State; and also guarantees the rights of dami and sayar.

The existence of the guarantee, the original of which was in the

of Daulat Rao Sindhia.

succession was disallowed by the Government of India.

guaranteed and mediated Chiefships.

II. NARWAR.\*

The Thakur of Narwar receives the following tankhas:—

[illegible]

for which he pays Rs. 7,000 a year.

## 25. BILAUD.

The original holder of this guaranteed village, which is situated in the Sanjit pargana of Jaora, was Hakim Zafar Ali, a Saiyid by caste, and a native of Bahera, a village in the district of Fatehpur Haswa, in the United Provinces of Agra and Oudh. He was in the service of Nawab Ghafur Khan of Jaora, by whom the village of Bilaud was granted to him in jagir. Zafar Ali died in 1824, and was succeeded by his son, Muhammad Saman Ali. Saman Ali died in 1875, and was succeeded by his son, Mahammad Zamin Ali. Zamin Ali died on the 29th August 1884. The present Jagirdar is Saiyid Ghulam Abbas, son of Zamin Ali, who was born in 1878.

The Settlement (No. CCXV) was mediated by Sir John Malcolm on the 7th June 1818 in reward for services rendered by Hakim Zafar Ali to the British Government and to the Darbar. The existence of the guarantee to the State was lost sight of until December 1885.

The area of Bilaud is 6·7 square miles ; the population 202 ; and the revenue about Rs. 6,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 26. SIDRI.

Thakuri Lal, a Baniya by caste, was the original holder of this guarantee. He died in 1863. His son, Gopal Singh, succeeded him at the age of 13 years and died in 1886. Gopal Singh was succeeded by his son, Gordhan Singh, the present Thakur, who was born in 1879.

The Sanad (No. CCXVI) was mediated with the Jaora Chief by Mr. G. Wellesley, Resident at Indore, on the 22nd November 1824, as the village with some wells was held by the family long before the foundation of the Jaora State, and as there was a dispute regarding them with the Darbar.

The area of this holding is 1 square mile ; the population 184 ; and the revenue Rs. 3,000.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 27. SADAKHERI (SHEOGARH).

The Thakur holds two sanads from the Nawab of Jaora (Nos. CCXVII and CCXVIII) regarding the grant of the village of Sadakheri, one of which is dated 1839, and is signed by Colonel Borthwick, and the other dated 1845, and signed by Sir R. Hamilton. These settlements were made with Gopal

Piplaun under Sindhia; but for these he holds no sanads, although he has in his possession an agreement signed by Vilhal Pant, an official of Sindhia, apparently for Rs. 448. It has also a garhi and grass bir from Sindhia at the village of Garra in the Piplaun patgana. Salim Singh was the Thakur with whom the settlement was mediated, and he was succeeded by his son, Lachhman Singh. Lachhman Singh was succeeded by his son, Mokam Singh. Mokam Singh died on 22nd July 1888, and was succeeded by his nephew, Hari Singh, the present Thakur, who was born in 1878.

In 1902 the Government of India decided that they were unable to admit the claim of the Indore Dabbar to jurisdiction in the Lalgarh Thakurate. The Lalgarh family are Chauhan Rajputs, and are said to have been settled in Malwa for many centuries. They claim descent from a junior branch (Naurana) of the Mainpuri family. The area of the Estate is 14 square miles; the population, according to the census of 1901, is 1,838; and its revenue amounts to about Rs 18,000. The Estate is liable to the operation of the nazarana rules for guarantee and mediatized Chieftships.

13. PIPILIA.

The Pipila Thakur receives the following tankhas:—

[illegible]

He also holds on quit-rent tenure the villages of Pipila, Salakhari, and Harigarh, for which he pays Rs. 2,900 to Sindhia annually. The tankha from Sindhia is paid through the Political Agent in Malwa; that from Holkar direct. The Thakur is not regarded by the Government of India as being guaranteed by them in his holding in perpetuity.

In 1887 it was decided that a Sanad (No. CCXXXVI in the edition of 1876) purporting to guarantee to the Thakur three villages in Gwalior should be omitted from the next edition as there are good grounds for believing that it is not an authentic document. It has accordingly been omitted.

\* These parwanas give only Rs. 396 as payable by Holkar. The amount given in Malcolim is Rs. 460.

Golab Singh in 1839, and again in 1845. Golab Singh was succeeded by his son, Zorawar Singh, in 1850; and the latter by his nephew, Nawal Singh, in 1851. Bhairon Singh, who succeeded Nawal Singh in 1873, died on the 25th April 1902, and his son, Kesri Singh, who was born in November 1879, was recognised by the Government of India as his successor.

The Thakur pays an annual quit-rent of Salim Shahi Rupees 9,201 to the Jaora Darbar on the two villages.

The area of the holding is 8 square miles; the population 870; and the revenue is Rs. 13,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 29. KHERWASA.

The two sanads of this village are similar to those of Sadakheri (Sheogarh). The original Settlement (Nos. CCXXI and CCXXII) was made in 1839 by Colonel Borthwick with Thakur Takht Singh. Takht Singh was succeeded by his son, Bhagoti Singh, in 1866; and the latter was followed by his son, Zorawar Singh, in 1885. Two years later Zorawar Singh was succeeded by his nephew, Partab Singh, the present Thakur, who was born in 1881.

The Thakur pays an annual quit-rent of Salim Shahi Rupees 5,001 to the Nawab of Jaora. He also holds the unguaranteed village of Nawapura in jagir under Sailana.

The area of Kherwasa is 5 square miles; the population 857; and the revenue Rs. 11,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 30. SIRSI.

The Thakur holds two Sanads (Nos. CCXXIII and CCXXIV) in respect of the three villages of Sirsi, Khemakheri, and Khokhra, which are similar in all respects to those of Sadakheri (Sheogarh). The original settlement was made in 1839 by Colonel Borthwick with Thakur Bhawani Singh, and again in 1845. Bhawani Singh was succeeded by his nephew, Dalpat Singh, in 1841; and in 1872 the latter was succeeded by Sarup Singh, the present Thakur, who was born in 1854.

The Thakur pays an annual quit-rent of Salim Shahi Rupees 12,301 to the Jaora Darbar on the above three villages. Besides these villages he holds chauthan (quarter) share of the village of Panchewa under Piploda, for which he possesses a document signed by Sir R. Hamilton, Agent to the Governor-General in Central India.

The Thakur of Ajraoda receives the following tankhas:—

[illegible]

The tankha from Sindhia is paid through the Political Agent in Malwa, and that from Holkar direct.

Nahar Singh was the Thakur when the settlement was effected. His grandson, Daulat Singh, succeeded in 1859. Daulat-Singh died in 1903, and was succeeded by his son, Partab Singh, who was born on the 12th October 1875. He is a Puar of the Dhar family. The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

17. DHULATIA.†

The Thakur of Dhulatia receives the following tankas :—

Rs.	470	400	201	1,071
From Sindhia (No. CCII)	•	•	•	•
„ Holkar (No. CCIII)	•	•	•	•
„ „ (No. CCIV)	•	•	•	•
Total	•	•	•	•

The sanad for the tankha from Sindhia is stated to be lost. The Thakur holds a parwana from Colonel Sandys, which confirms his title to the tankha. He receives the tankha of Rs. 400 from Holkar on Mahidpur, and the other of Rs. 201 on Dipalpur. The tankha from Sindhia is paid through the Political Agent, and those from Holkar are paid direct. The Thakur also holds 100 bighas of land in jagir in the village of Kachoria Partab in the Mahidpur pargana. Sindhia's tankha was granted to Pirthaji, who was succeeded by his grandnephew, Fateh Singh, the present Thakur. The tankhas from Holkar were granted to Dhirat Singh or Nathaji, the eldest brother of Pirthaji. He was succeeded by his son, Guman Singh, who was succeeded by his brother, Bharat Singh. Bhara Singh died in 1868 and his son, Fateh Singh, the present Thakur, who was born in 1867, was recognised as his successor.

\* Malcolim's "Malwa," Nos. 34 and 41 of Schedule No. II.  
† The amount given by Malcolim is Rs. 190.  
‡ Malcolim's "Malwa," No. 35 of Schedule No. II.

‡ Malcolm's "Malwa," No. 35 of Schedule No. II.

† The amount given by Malcolm is Rs. 190.

No. CLXIII.

TRANSLATION of AGREEMENT entered into by the THAKOORS of the BANSWARA, PERTABGURH, and MALWA FRONTIER, and signed in the presence of the POLITICAL AGENT of MEYWAR and the OFFICERS on special duty in WESTERN MALWA in February 1861.

We agree to the arrangement proposed for preventing the predatory incursions of the Bheels into Malwa, and we voluntarily bind ourselves that if any Bheels attempt to pass through any of our lands, we will oppose and drive them back; and that, if the force available to any one of us is insufficient for this purpose, we will call upon each other for assistance, and promise that we will never refuse assistance when intelligence is given us; and should there be any dispute amongst ourselves, we will not call in the assistance of the Bheels, and if any one of us combines with them, or gives them assistance, or knowingly allows them to pass through his lands, on proof of the same we will agree to whatever punishment the Government may award. The above agreement we make of our own free will; and further, if any Bheel claims "choutan" from us should he be able to show that payment of the same has been stopped within the last 12 years, we agree that the payment shall be revived.

- (Sd.) MAUN SING, Thakoor of Surwun of Rutlam.  
" OONKAR SING, Thakoor of Peeplowda of Jowrah.  
" KESSRY SING, Thakoor of Sankhera of Mundisore.  
" CHUTTERSAL, Thakoor of Sagtulle Boree of Pertabgurh.  
" HINDOO SING, Thakoor of Raepore of Pertabgurh.  
" KHOSIAL SING, Thakoor of Amberama of Pertabgurh.  
" HINDOO SING, Thakoor of Motteea of Pertabgurh.  
" PARBUT SING, Thakoor of Nādbail of Mundisore.  
" SEW SING, Thakoor of Salimgurh of Pertabgurh.  
" HURREE SING, Maharaj of Amba of Jowrah.

No. CLXIV.

TRANSLATION of an AGREEMENT concluded through the mediation of BRIGADIER-GENERAL SIR J. MALCOLM and guaranteed by him in the name of the BRITISH GOVERNMENT between the RAJAH of RUTLAM and BAPOO SINDIA for the future regular payment of the tribute upon that district,—1819.

I, Purbut Sing, Rajah of Rutlam, do hereby bind myself, my heirs and



## 19. SARWAN.

Gopal Singh,\* Thakur of Sarwan, originally held of Lachman Singh, Thakur of Sonkhera, 455 bighas of land in inam for service, and another village (Baraila) for which was paid a tankha of Rs. 500. The latter wished to resume the village and the bighas of land as there was no service required to be performed; it was accordingly settled in 1820 (No. CCVIII) that Gopal Singh should pay Rs. 500 for the village and Rs. 200 for the land, also a batta of 12½ per cent. on the above amount.

Gopal Singh† also held in perpetual jagir Sakatkheri (No. CCIX) from Bhim Singh for services rendered, paying an annual tribute of Rs. 500. The arrangement was that Gopal Singh should render military service, when required, for this jagir. Eventually it was agreed that in lieu of this service he should pay to Bhim Singh an additional tribute of Rs. 300, in all Rs. 800 annually.

Man Singh, son of Gopal Singh, died in 1887, and was succeeded by his son, Amar Singh. Amar Singh died on the 2nd October 1902, and was succeeded by Raghunath Singh, the present Thakur, who was born on the 22nd April 1885. The Thakur is a Rathor Rajput, descended from the Ratlam family.

The area of the Estate is 71 square miles; the population, according to the census of 1901, is 4,000; and its revenue Rs. 42,000. The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

## 20. BHOJAKHERI.

Thakur Bhawani Singh of Bhojakhari, pargana Alaut (Dewas), the present Thakur, born in 1858, holds an Agreement (No. CCX), mediated by Captain Borthwick in August 1820, guaranteeing to him the village of Sidra in Gangra pargana, now belonging to the Jhalawat State, on payment of Rs. 100 a year to that State. The original agreement is in the Thakur's possession; it was mediated with Rawat Durjan Singh, ancestor of the present holder.

The area of Bhojakhari is 6 square miles; the population, according to the census of 1901, is 399; and the revenue Rs. 2,000. The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

\* Malcolm's "Malwa," No. 17 of Schedule No. III.  
† Malcolm's "Malwa," No. 44 of Schedule No. III.



possession of Thakur Khushal Singh, who succeeded in 1851, was brought to notice in 1884.

Khushal Singh died in May 1904, and was succeeded by his nephew, Rup Singh, the present Thakur, who was born on the 8th August 1885, and who had been adopted by the late Thakur with the consent of the Jaora Darbar.

The area of this Estate is 7 square miles; the population, according to the census of 1901, is 300, and the revenue about Rs. 10,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

### 23. KHOJANKHERA.

The Settlement (No. CCXIII) which was originally made with Daulat Singh, great-grandfather of the present Thakur, guarantees to the holder the villages \* of Khojankhera, Bahadurpura, and Arniagujar on payment of Rs. 3,603 as rent to the Jaora Darbar; and also the rights of dami and sayar. The existence of the guarantee, the original of which is in the possession of the Thakur, was brought to notice in 1884. Thakur Baktawat Singh, grandson of Daulat Singh, died in April 1901, and was succeeded by his eldest son, Man Singh, the present Thakur, who was born in 1879.

The area of this holding is 5 square miles; the population 550; and the revenue about Rs. 6,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

### 24. UPARWARA.

The Settlement (No. CCXIV), which was originally made with Zalim Singh, grandfather of the late Thakur, Lachman Singh, guarantees to the holder the villages of Uparwara, Palakheri, and Chandankheri on payment of Rs. 3,603 as rent to the Jaora State; and also the rights of dami and sayar. The existence of the guarantee, the original of which is in the possession of the Thakur, was brought to notice in 1884.

The present Thakur is Bhairon Singh, grandson of Lachman Singh, whom he succeeded in April 1900. Bhairon Singh was born in 1873.

The area of the Estate is 10 square miles; its population is 1,000; and the revenue Rs. 20,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

\* Some ten or fifteen years after the settlement was made, Arniagujar and half of Bahadurpura were resumed by the Jaora Darbar. The matter was not brought to the notice of the political authorities till 1886, when it was decided that there was no sufficient reason for intervening on behalf of the Thakur, who had previously made no complaint. The rent now paid to the Darbar is about Rs. 1,400 a year.

Sailana by crediting it with the sum of Rs. 10,000 on Jaith Sudi Poonum Sambat 1943 and with Rs. 8,000 on Magh Sudi Poonum Sambat 1944, the receipts for which will be passed by Rutlam to Sailana on the above dates through the Agency, and Sailana will similarly pass receipts to Rutlam through the Agency as the money is adjusted as above.

ARTICLE 5.

This arrangement takes effect from the 11th January 1887 and shall always continue in force.

By order of the Governor-General in Council.

H. M. DURAND,

SIMLA;  
The 7th June 1887. }

Secretary to the Government of India,  
Foreign Department.

No. CLXVIII.

ARRANGEMENT made between the RATLAM and SAILANA STATES relative to the collection of CUSTOMS DUES in the SAILANA STATE,—1902.

In modification of the arrangements made by the British Government between the Ratlam and Sailana States in 1887, and as a concession on the part of the Ratlam Darbar, the Ratlam Darbar hereby consents to accept rupees six thousand (Rs. 6,000) annually from the Sailana Darbar in place of the sum of Salim Shahi Rs. 18,000 mentioned in Article 1 of the agreement of 1887, namely, Rs. 2,000 on Magh Sudi Punam and Rs. 4,000 on Jaith Sudi Punam.

The Ratlam Darbar hereby further consents to exempt Sailana goods from *sayer* and other cesses which are credited to the Ratlam Treasury.

The above arrangement takes effect from the 1st January 1902 and shall always continue in force.

SAJJAN SINGH,  
The Raja of Ratlam.

RATLAM;  
The 13th December 1901. }

The Sailana Darbar gladly accepts the modification.

JESWANT SINGH,  
The Raja of Sailana.

SAILANA;  
The 27th December 1901. }

Singh, grandfather of the late Thakur, Bahadur Singh, Gopal Singh was succeeded by his son, Gambhir Singh, in 1867, and the latter by his son, Bahadur Singh, in 1889. On the occasion of this succession the existence of the guarantee was brought to notice. The succession was approved by Government, and it was notified that the Thakur was entitled to the protection of the Western Malwa (now Malwa) Agency in respect of his guaranteed possessions. Whether this protection would, or would not, embrace unguaranteed estates would, it was held, depend upon the circumstances of each tenure; the prescriptive rights of the parties; and the treatment accorded to the subordinate Chieftain by the superior Darbar. Thakur Bahadur Singh died on the 17th December 1896, and was succeeded by his brother, Sadul Singh, who was born in 1862. A posthumous son (Raghunath Singh) was born after Bahadur Singh's death, but he died while an infant.

The Thakur pays to the Jaora Darbar a quit-rent of Salim Shahi Rupees 3,531 on the Sadakheri village.

<p><i>From Kattlam.</i></p> <p>1. Sheogarth, with several Bhil hamlets.</p> <p>2. Parkheri.</p>	<p>1. Karia.</p> <p>2. Khokra.</p> <p>3. Jharwasa.</p>
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The above are held in jagir on condition of performing service.  
*From Gwalior.*  
*From Dewas, Junior Branch.*  
 Ringnia, in the Kachrod pargana. | Meiki, in the Ringnod pargana.  
 These two villages are held on istimari tenure.  
 The Thakur also makes the following payments:—

To Gwalior	.	.	.	.	.	.
" Sailana	.	.	.	.	.	.
" Railam	.	.	.	.	.	.
" Dewas	.	.	.	.	.	.
R.S.	1,400	5,400	2,400	500		

The area of Sadakheri is 60 square miles; the population, including jagirs, etc., is about 3,000; and the revenue of the guaranteed and unguaranteed holdings is about Rs. 42,000.

28. BORKHERA.

The Thakur holds two Sanads (Nos. CCXIX and CCXX), in regard to the villages of Borkhera and Rewas, which are similar to those of Sadakheri Sheogharh). The settlement was originally made by Colonel Borthwick with

On the recommendation of Colonel Sir R. C. Shakespear, Kt., and C.B., Agent, Governor-General for Central India, Maharajah Jayajee Rao Sindia, of his own free will and accord, by a letter to the address of Rajah Raj Sing of Seetamhow, of date 2nd November 1860, remitted (Rupees 5,000) five thousand Rupees of the annual tankha of (Rupees 60,000) sixty thousand payable by this engagement, the said remission to have effect from Sumbut 1916.

(Sd.) R. J. MEADE,

*Agent, Governor-General for Central India.*

*Camp Seetamhow, 14th December 1863.*

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NO. CLXX.

TRANSLATION of a LETTER from H. H. MAHARAJA JAYAJI RAO SINDIA, to RAJA RAJ SINGH of SEETAMHOW, dated 2nd November 1860 A. D., corresponding with Katid Badi 4th Sambat 1917.

Your letter intimating that you have sent your son, Ruttun Sing, to Gwalior to make some request in the matter of the tribute has been received. Your son has represented that such a reduction may be ordered to be made from the amount of the tribute as will make you ever grateful to us. Therefore from the tribute which you have hitherto paid, Rupees 5,000 a year have been deducted as a favour ; and the remaining sum of Rupees 55,000 shall continue to be paid by you year by year, according to the stipulated instalments.

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NO. CLXXI.

TRANSLATION of a PERSIAN letter from the CHIEF OF SEETAMHOW, to the POLITICAL ASSISTANT in WESTERN MALWA, dated the 11th Shaban, corresponding to 10th January 1865.

Your letter of 12th November 1864, asking for a general Agreement for any railway that may be projected through the Seetamhow territory, and returning the letter that I had sent as an Agreement before, reached me and again to-day your letter dated 2nd January, of the same purport, arrived.

I agree entirely to the matters contained in the Secretary to the Government of India's letter regarding the railway ; and I proceed to detail the articles of an Agreement to be observed by me and my successors.

I.—Whatever land may be required for the construction of the line and the establishment of stations and workshops, such tending to the advantage of my subjects and

and mediatized Chiefs.

The area of this holding is 15 square miles; the population is 1,352; and the revenue Rs. 25,000.

### 31. TAL.

Settlements between this Thakur and the Jaora State were mediated in 1821 and 1822 by Mr. G. Wellesley, Resident at Indore. The villages of Karwakhari and Melakhari were guaranteed to the Thakur in istimari tenure in the former year (No. CCXXV), while in the latter (No. CCXXVI) the dani and other dues of the Tal pargana were guaranteed. Thakur Chander Singh was the Thakur with whom these settlements were made. He was succeeded by his son, Jai Singh, who died in 1853, when he was succeeded by his son, Jachhman Singh. The latter died in 1859, and was succeeded by his nephew, Onkar Singh.

The Thakur also holds the village of Lasuria Surajmal in the Tal pargana in jagir. No mediated agreement is forthcoming regarding this holding.

The extravagance of Thakur Onkar Singh brought him heavily into debt, and in 1880 and subsequent years he applied to the Jaora Dabbar for assistance. This was granted and arrangements were made in 1889 by the Dabbar, without previous reference to the Political Agent, for managing the Thakur's Estate and paying off the debts. On the facts being brought to notice it was decided that the arrangement concluded in 1889 by the Dabbar with the Thakur should not be interfered with so long as the status of the Thakur in respect of his guaranteed rights was not materially affected thereby, and provided that there was no infraction of the rule limiting to the holder's lifetime the power of alienating guaranteed property. The right of the Government of India to be consulted on all important points regarding the position and privileges of guarantee-holders, and to decide all questions of succession to guaranteed estates, was at the same time made clear to the Jaora Dabbar.

Thakur Onkar Singh died in January 1901, and was succeeded by Madho Singh, the present Thakur, who was born on the 10th August 1896. Madho Singh is the grandson of Pyar Singh, uncle of the late Thakur. The area of the Estate is 10 square miles; the population 1,122; and the revenue Rs. 10,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

## No. CLXXIII.

TRANSLATION of LUTCHMUN SING'S AGREEMENT to PAY  
BAPOO SINDIA Rupees 75,000 in five annual instalments.

I, Lutchmun Sing, Rajah of Sillana, hereby bind myself and successors to pay to Bapoo Sindia the sum of Rupees 75,000 by annual instalments of Rupees 15,000 each. The first instalment to be rendered in the ensuing Sumbut 1876 at the following period :—

	Rupees.
On or before the conclusion of the Muckee harvest . . .	3,000
Harvest Jowara . . .	6,000
„ Wheat . . .	6,000

which mode of re-payment to be observed every year until the amount, *viz.*, Rupees 75,000, has been paid ; in failure of any one payment as above-mentioned, the temporary forfeiture of land shall take place yielding not less revenue than one of the instalments, *viz.*, Rupees 15,000, and to be held in forfeit until the Rupees 75,000 has been paid.

## No. CLXXIV.

TRANSLATION of a letter from the CHIEF OF SILLANA to the  
POLITICAL ASSISTANT in WESTERN MALWA,—dated  
Possuddiekum, Sumbut 1921, corresponding to 29th December 1864.

I have received your letter, dated 12th November 1864, No. 1773, containing the Agreement formerly sent by me, and referring to the contents of a letter from the Agent, Governor-General for Central India, and his Excellency that there is no expectation of the Baroda and Indore Railway being projected through my territory, and desiring me to send another general declaration that no railway ever line may be projected by the English Government through my territory, that the English Government does not wish to project any railway through my territory. Agreeably to your letter, I write that, whatever line may be projected by the English Government may think necessary to project through my territory, the following Articles :—

1.—All land that may be required for the projection of a railway line through my territory, shall be given to the English Government for the benefit of my people and territory. All residents within the railway line, shall be given the same rights as the English Government.



successors, to pay to Bapoo Sindia, or to any other person duly authorized by the grant of the Maharajah Dowlat Rao Sindia, an annual tribute of Salim Sahi Rupees 84,000 at the following periods:—

During the Muckee harvest		Rs.	
"	Jowara	14,000	•
"	"	28,000	•
"	Wheat	42,000	•
TOTAL		84,000	•

Should any instalment on the expiration of one month and fifteen days after the conclusion of any one of the above harvests remain unpaid, land to the amount of the failure shall be forfeited to Sindia's government, and all claims whatever on my part and on the part of my heirs and successors upon the land so forfeited shall for ever cease.

Bapoo Sindia agrees to receive the Rutlam tankha of Rs. 84,000 in the manner above-mentioned from the cutcherry at Rutlam, and binds himself to abstain from all interference whatever in the administration of the Rajah's government, and that he pledges himself in no manner to cause any additional expense to the Government of Rutlam by the maintenance of troops, or in any other way whatever, nor shall any of his troops in future be stationed in the Rajah's country.

This agreement between Purbut Sing, Rajah of Rutlam, and Bapoo Sindia was concluded through my mediation and guaranteed by me in the name of the English Government.

JOHN MALCOLM,  
Brigadier-General.  
Camp at Rutlam, 5th January 1819.

The agreement with the Rajah of Sailana for the payment of a tribute of Rs. 42,000 is precisely the same as the above.

## NO. CLXV.

TRANSLATION of a letter from the RAJAH of RUTLAM to the POLITICAL ASSISTANT IN WESTERN MALWA, dated the 22nd November 1864.

I have the pleasure to acknowledge the receipt of your letter (recapitulating its contents), No. 754, dated 13th May, regarding the projected line of the Baroda and Indore Railway, which may have to pass through this territory; and, in reply, beg to inform you that the conditions therein referred to have already been agreed to by me, and are hereby again fully confirmed in perpetuity as per following Agreement:—

1. All land that may be required by Government for the railway and its works, etc., shall, in consideration of the benefits to commerce and the

## No. CLXXVI.

SUPPLEMENTARY ARTICLE to the AGREEMENT for the ABOLITION OF TRANSIT DUTIES ON SALT executed between the BRITISH GOVERNMENT and the CHIEF OF SAILANA on the 24th October 1881,—1883.

Whereas it is laid down in clause 2 of the above agreement that the British Government, in consideration of the loss caused to the Chief of Sailana by the abolition of transit duties on salt, will furnish to him at Indore free of cost 100 maunds of salt annually :

And whereas it has been found desirable to substitute for this contribution of salt the annual payment of a sum of money :

It is hereby agreed between the Government of India and the Chief of Sailana that in place of the salt specified as above the British Government will pay to the Chief of Sailana of sum of Rs. 412-8-0 annually.

(Sd.) DOOLEY SING,

*Raja of Sailana:*

Seal of ditto.

(Sd.) P. W. BANNERMAN,

*Offg. Agent to the Governor-General*

*for Central India.*

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(Sd.) RIPON,

*Viceroy and Governor-General of India,*

(Sd.) MAHUNLAL,

*Kamdar of Sailana.*

(Sd.) RAJKISHEN,

*Vakil of Sailana.*

This supplementary Article was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta, on the twelfth day of December A.D. one-thousand eight-hundred and eighty-three.

H. M. DURAND,

*Offg. Secretary to the Government of India,*

*Foreign Department.*

This agreement was ratified by the Governor-General of India in Council at Calcutta on the twenty-first day of February A. D. 1882.

C. GRANT,

*Secy. to the Government of India,*

*Foreign Department.*

## NO. CLXVII.

ARRANGEMENT made by the BRITISH GOVERNMENT between the RUTLAM and SAILANA STATES,—1887.

Whereas there has been a long standing disagreement between the Rutlam and Sailana States arising out of the present system of levying sayer duties in their territories ; and whereas it is expedient in the interests of the two States that the matters in dispute between them should be adjusted, the Governor-General in Council has, with the consent of the States of Rutlam and Sailana, made the following arrangements :—

### ARTICLE I.

The Sailana State shall pay to Rutlam annually through the Western Malwa Agency the sum of Shah-Alum-Shahi Rs. 18,000, namely, Rs. 8,000 on Magh Sudi Poonum, and Rs. 10,000 on Jait Sudi Poonum, in compensation for the right of Rutlam to levy customs duties in Sailana, which right shall cease to be exercised by the former State from the date of this arrangement coming into force.

### ARTICLE 2.

From the date of the commencement of this arrangement the two States shall levy their respective customs-duties through their own officers.

### ARTICLE 3.

From the date of the commencement of this arrangement neither party to it shall levy transit dues on the opium of the other party.

### ARTICLE 4.

The Rutlam State shall pay to Sailana Rs. 24,963 in full of its claims up to Phagun Bidi 1st Sambat 1943, the date of the commencement of this arrangement, which sum includes the half amount of its share on account of the Bodina customs which is in deposit with Seth Ganesh Dass Krishnaje. The sum of Rs. 24,963 shall be paid as follows :—

In cash within one month of the commencement of the arrangement through the Agency, Rs. 6,963. The balance Rs. 18,000 will be paid to

2. He is to furnish annually a security of a Sahookar for the payment of the tankha.

Half of the collections from the sayer will be taken from the Thakoor in conformity with the established usage.

This document has been drawn up and delivered as an engagement and a putta to be made use of hereafter.

*Dated 16th September 1820.*

This engagement on the part of Ghuffoor Khan, jaghiredar of Jowrah and its dependencies, embracing the settlement of different points that were at issue between him and Pirthee Sing, Thakoor of the Tuppa of Peeploda, was mediated by me at Oogain, this 12th day of September A. D. 1820.

(Sd.) W. BORTHWICK,

*Comdg. Holkar's Horse and acting under the orders of  
Major-General Sir John Malcolm*

Confirmed by me this 30th day of September 1820.

(Sd.) JOHN MALCOLM.

## No. CLXXIX.

TRANSLATION OF MOOCHULKA executed by the PEEPLODA THAKOOR in 1844 under SIR C. WADE'S authority, and order thereon by SIR R. HAMILTON.

As the Nawab of Jowrah, with a view to suppress within his elaka the	occurrences of the crimes as per margin has taken
Dacoity.	from the Kangras (Rajpoots) and tankhadars of his
Highway robbery.	districts moochulkas, I in consequence engage that I
Theft.	will make proper arrangements for the suppression of
Murder.	the said crimes and freebooters within the limits of my
"Dakun" killing.	elaka: I will neither join these freebooters nor give
Incendiarism.	them any help or assistance.

Should any of these crimes occur within my limits I will report it to the Nawab, and to the best of my ability will make arrangements for their suppression. I will try to trace out and apprehend the thieves and budmashes. If I fail in tracing out the culprits, I shall give compensation for the loss that may be caused to the party robbed, and obtain his razeenamah according to the same rule that may be in force within the Jowrah elaka. In no way shall I fail in this.

SUBSTANCE of an ENGAGEMENT between DOWLAT RAO SINDIA and the RAJPOOT CHIEF OF SEETAMHOW, RAJ SING, concluded through the mediation of MAJOR-GENERAL SIR JOHN MALCOLM, G.C.B., and guaranteed by him in the name of the BRITISH GOVERNMENT,—1820.

His Highness Dowlat Rao Sindia for himself, his heirs and successors, agrees to receive from the Seetamhow country a fixed annual tribute of Salim Sahi Rupees 60,000 by periodical payments as follows, viz. :—

1st Payment or Muckee kist payable in the Hindee month Kotug . . . . .	Rupees 12,000
2nd Payment or Jowaree kist payable in the Hindee months Pose and Muk, Rupees 12,000 in the former and Rupees 12,000 in the latter month . . . . .	24,000
3rd Payment or Oonala kist payable in the Hindee months Cheit and Bysack, Rupees 12,000 in the former and Rupees 12,000 in the latter month . . . . .	24,000
Amount of fixed tribute, Salim Sahi Rupees	60,000

His Highness engages to abstain from all interference in the affairs of the Seetamhow country and from intermeddling with regard to the successors, punctually to render to Sindia's government the aforementioned tribute of sixty thousand Salim Sahi Rupees as above specified, and it is stipulated that provided after the above-mentioned payments or instalments have severally become due, a period of a month and a half shall elapse, and the whole or any part of the instalments shall remain unpaid, land to the amount of the whole shall have occurred, shall be forfeited by Raj Sing and whole or a part shall have occurred, shall be forfeited by Raj Sing and continue alienated from him, his heirs and successors for ever, but the Highness Dowlat Rao Sindia, his heirs and successors for ever, but the amount of land so forfeited shall be deducted from the amount of the tribute.

Raj Sing, the Rajah of Seetamhow, engages for himself, his heirs and successors, punctually to render to Sindia's government the aforementioned tribute of sixty thousand Salim Sahi Rupees as above specified, and it is stipulated that provided after the above-mentioned payments or instalments have severally become due, a period of a month and a half shall elapse, and the whole or any part of the instalments shall remain unpaid, land to the amount of the whole shall have occurred, shall be forfeited by Raj Sing and whole or a part shall have occurred, shall be forfeited by Raj Sing and continue alienated from him, his heirs and successors for ever, but the Highness Dowlat Rao Sindia, his heirs and successors for ever, but the amount of land so forfeited shall be deducted from the amount of the tribute.

(A true translation.)

(Sd.) WM. BORTHWICK,

Commanding Holkar's Horse and acting under the orders of Major-General Sir John Malcolm.

fixed in lieu thereof an annual cash allowance in the mehals for your maintenance. This allowance is to be paid to you every year from the following pergunnahs, *viz.*—

Pergunnah Havelee Oogein . . . . .	Rs. 800
Pergunnah Pan Behar . . . . .	600
	<u>1,400</u>

The above amount will be paid in the following instalments from 1220 A.H.—

In the month of Kartick . . . . .	Rs. a. p. 466 10 6
„ Maugh . . . . .	466 10 6
„ Bysack . . . . .	466 11 0
	<u>1,400 0 0</u>

You will serve the Circar with fidelity. If any person excites a disturbance in the mehal you shall punish him. If you fail to do so, or commit any fault, you will forfeit the above allowance.

*Dated 17th Rujjub 1220 A. H.*

### A PRECISELY SIMILAR SANAD WAS GRANTED TO—

*Hutteh Sing of Nowlana* for Rs. 1,570, *viz.*—

	Rs.	Instalments.	Rs. a. p.
Havelee Oogein . . . . .	1,100	Kartick . . . . . Maugh . . . . . Bysack . . . . .	523 5 3 523 5 3 523 5 6
Pan Behar . . . . .	50		
Oogein . . . . .	120		
Nowlaee . . . . .	300		

Also to *Sahib Singh of Sheogarh* for Rs. 3,200, *viz.*—

	Rs.		Rs. a. p.
Hevelee Oogein . . . . .	2,219	Kartick . . . . . Maugh . . . . . Bysack . . . . .	1,066 10 6 1,066 10 6 1,066 11 0
Pan Behar . . . . .	150		
Oogein . . . . .	750		
Nowlaee . . . . .	81		

Also to *Anup Singh of Dabri* for Rs. 180, *viz.*—

	Rs.		Rs. a. p.
Havelee Oogein . . . . .	120	Kartick . . . . . Maugh . . . . . Bysack . . . . .	60 0 0 60 0 0 60 0 0
Pan Behar . . . . .	60		

Also to *Gawar Singh of Bichhraud* for Rs. 820, *viz.*—

	Rs.		Rs. a. p.
Havelee Oogein . . . . .	700	Kartick . . . . . Maugh . . . . . Bysack . . . . .	273 5 3 273 5 3 273 5 6
Pan Behar . . . . .	120		

traders shall be given in perpetuity to the British Government; and all subjects of the British Government and my subjects residing within the limits of the line shall be under the orders of the railway authorities and the officers of the British Government.

11.—Whatever matter of disputes may arise between my subjects and the railway officials shall be enquired into by the political officer, and whatever offender in a criminal case may take refuge within the railway limits, shall be subject to enquiry and trial according to the procedure of the agency of the district.

111.—Whatever property may pass along the line shall be entirely free from transit duty.

I again write as I have above written, that I agree to these Articles for any railway that may be projected by the British Government through the Seetamhow District.

## NO. CLXXII.

AGREEMENT between the BRITISH GOVERNMENT on the one part and the CHIEF OF SITAMAU on the other part,—1881.

Whereas it has been considered desirable that the levy of transit duty on salt passing through the Sitaman territory shall cease; it is hereby agreed between the Government of India and the Chief of Sitaman as under:—

1. The Chief of Sitaman undertakes to abolish all transit duties of whatever description on all salt passing through the Sitaman territory.
2. The British Government, in consideration of the loss which the abolition of the above duties will entail, agrees to pay to the Chief of Sitaman annually the sum of Rs 2,000 Government currency, the said payment to have effect from the 1st June 1881, being the date on which the duties in question were abolished.

Dated at Indore the 24th day of October 1881 corresponding with the 1st day of Kartick Sudi Sambat 1938.

(Sd.) BHOWANI SING, Agent, Governor-General, Central India.

(Sd.) LEPPEL GRIFFIN, Seal of  
Raja of Saitana. ditto

(Sd.) RIPPON, Viceroy and Governor-General of India.

This agreement was ratified by the Governor-General of India in Council at Calcutta on the twenty-first day of February A.D. 1882.

(Sd.) C. GRANT,

Secretary to the Government of India,

Foreign Department.

Also to *Sardar Singh of Datana* for Rs. 186 from Haveelee Oogoin in three instalments, viz.—

										<i>Rs.</i>	<i>a.</i>	<i>p.</i>
Kartick	.	.	.	.	.	.	.	.	.	62	0	0
Maugh	.	.	.	.	.	.	.	.	.	62	0	0
Bvsack	.	.	.	.	.	.	.	.	.	62	0	0

Also to *Nahar Singh of Ajraoda* for Rs. 190 from Nowlaee in three instalments, *viz.*—

										<i>Rs.</i>	<i>a.</i>	<i>p.</i>
Kartick	.	.	.	.	.	.	.	.	.	63	5	3
Maugh	E .	.	.	.	.	.	.	.	.	63	5	3
Bysack	.	.	.	.	.	.	.	.	.	63	5	6

Also to *Sawant Singh of Bilanda* for Rs. 2,824, *vis.*—

		Rs. a.				Rs. a. p.
Haveelee Oogcin	.	2,214	5	} Kartick . . . . . Maugh . . . . . Bysack . . . . .	94I	5 3
Oonel	.	500	0		94I	5 3
Pan Behar	.	24	0		94I	5 6
Nowlace	.	85	11			

Also to *Rao Karam Singh of Bardia* for Rs. 3,900, viz.—

		<i>Rs.</i>			<i>Rs.</i>	<i>a.</i>	<i>p.</i>	
Tonk	.	1,500	} Kartick	.	1,299	0	0	
Jhokur	.	600		.	0			
Barode and Onchode	.	1,000		Maugh	.	1,300	0	0
Shahjehanpore	.	500		Bysack	.	1,301	0	0
Nulkhera	.	300		.	.			

No. CLXXXI.

CERTIFICATE to the THAKOOR of JAWASEA for a tankha on  
PERGUNNAH JHOKUR.

The bearer Goolab Sing of Jawasea is a guaranteed Girassia Chief and receives tankha from the districts of Sindia and the Dewas Rajahs. The amount of his due from the pergunnah of Jhokur not having been definitely settled, he is paid Rs. 150 by the amil on account. He has been in the habit of referring all questions regarding his tankha to the British Government.

(Sd.) JOHNSTONE,

*Assistant to the Resident.*

*Indore Residency, 5th December 1837.*



- Government, shall be considered under the jurisdiction of the railway officers and the Government authorities.
- 2.—All disputes between the officers and servants of the railway and the subjects of my State shall be heard and settled by the political officer. All cases of criminals of the State, who may go within the railway limits, shall be investigated and settled in accordance with the rules that are in force on the part of the political authorities.
- 3.—No transit duty shall be taken on property passing by the railway.

## NO. CLXXV.

AGREEMENT between the BRITISH GOVERNMENT on the one part and the CHIEF OF SAILANA on the other part,—1881.

Whereas it has been considered desirable that the levy of transit duty on salt passing through the Sailana territory shall cease, it is hereby agreed between the Government of India and the Chief of Sailana as under:—

1st.—The Chief of Sailana undertakes to abolish all transit duties of whatever description on all salt passing through the Sailana territory.

2nd.—The British Government in consideration of the loss which the abolition of the above duties will entail, agrees to deliver to the Chief of Sailana, free of cost, at Indore, 100 maunds of salt annually. This agreement to have effect from the 1st August 1880, being the date on which the duties in question were abolished.

Dated at Indore, the 24th day of October 1881, corresponding with the first day of Kartik Sudi Sambat 1938.

DOOLEY SINGH, (Sd.) LEPEL GRIFFIN, Agent, Governor-General, Central India.

Seal of ditto.

(Sd.) RIFON,

Viceroy and Governor-General of India.

This agreement was ratified by the Governor-General of India in Council at Calcutta on the 21st day of February A. D. 1882.

(Sd.) C. GRANT,

Secretary to the Government of India,  
Foreign Department.

The money is to be paid in the following instalments :—

On the full moon of Kartick.

” ” Maugh.  
” ” Chait.

You shall send your servant every year for five years to take the money from my kamaisdar's cutcherry according to the abovementioned instalments, and shall not collect anything else from the villages. Whatever you have to receive shall be paid by an order of the Circar, who will also satisfy your usual claims on the villages by the issue of perwannahs, and you will not yourself levy the same from the villages. The Circar will abide by the terms of this engagement.

*Dated 12th Shabun Soodee, 1226.*

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ANOTHER SANAD in precisely the same terms for the sum of Rupees 1,512-3 was granted by ANAND RAO PUAR OF DEWAS, *viz.*—

From six villages in Turuf Chowdheree	.	.	Rupees 933	3
” four ” ” Kango Doobey	.	.	” 579	0

---

Also to GARWAR SINGH, and LACHHMAN SINGH, of BICHHRAUD from Anand Rao Puar for Rupees 43-8 on the village of Khejoor Jodha in Turuf Kandoga.

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Also to RAO ACHAL SINGH OF NARWAR from Tookajee Rao Puar for Rupees 1,274-8, *viz.*—

From seven villages in Turuf Chowdheree	.	.	Rupees 774	6
” four ” ” Canoga	.	.	” 500	8

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And from ANAND RAO PUAR for Rupees 1,276-10, *viz.*—

From three villages in Turuf Chowdheree	.	.	Rupees 547	2
five ” ” Kahooch	.	.	” 729	8

---

Also to DIWAN SALIM SINGH of LALGARH from Tookajee Rao Puar for Rupees 150 on the village of Morahera in Turuf Canoga.

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Also to RAO NAWAL SINGH of BARDIA from Tookajee Rao Puar for Rupees 60 on the village of Momundhera.

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## NO. CLXXVII.

AGREEMENT with the CHIEF of PUNTH PEEPLODA,—1821.

*To all whom it may concern.*

This is to show that Nharoo Dhoneo and Wasadeo Jinarin, the only sons and successors, the former of Dhoneo Gopaul, and the latter of Jinar-din Gopaul having represented to me their claims to tribute on ten (10) villages in the district of Mundavul and Soubah of Mundisore, granted in Sunnud by former Peishwas of the Poonah Government to the latter two persons, their fathers; and which tribute has lately been held by Sumbajee Aytia deceased, the relation of Nharoo Dhoneo and Wasadeo Jinarin, in management for them. And being satisfied that their claims are just, and that they, Nharoo Dhoneo and Wasadeo Jinarin, are the lawful hereditary proprietors of the tribute abovementioned, I submitted their claims to the consideration of the Most Noble the Governor-General in Council in my letter of the 22nd February 1821, who has been pleased to direct by Mr. Secretary Swinton's letter of the 17th March 1821, in reply to my communication aforementioned, that the claims in question be confirmed, and they are hereby confirmed by me on the part of the British Government.

(Sd.) JOHN MALCOLM, *Major-General*,

*Political Agent, Governor-General.*

*Camp at Naulcha, 8th June 1821.*

## NO. CLXXVIII.

TRANSLATION of an ENGAGEMENT or EKRARNAMAH on the part of IFTTEKAR-OOO-DOWLAH NAWAB MAHOMED ABDOL GHUFFOOR KHAN BAHADOOR DEELAIR JUNG,—1820.

The pergunnah of Peeploda consists of 20 Aslee and Dakhalee villages. The amount of tankha payable by this district, as settled by Colonel Borthwick, is fixed at Rs. 28,000. The amount of sayar due from the district as heretofore has been fixed at half the amount of the collections. The amount of the tankha will be taken annually by instalments as detailed below in the Jowrah cutcherry. Nothing in excess of the amount in question will be demanded.

The obligations of Thakoor Pirthee Sing of Peeploda are:—

1. He is to pay annually, by regular instalments, the amount of the tankha above specified in the cutcherry of the cusba of Jowrah,

TRANSLATION of a MEMORANDUM for THAKOOR SHERE SING  
and KOONWUR DHOKUL SING of TURUF RAOLEE in  
MOUZA BICHRODE in PERGUNNAH HAVEELEE OOGGIN.

You have been informed that the management of the aforesaid turuf is entrusted to you in perpetuity from 1236 A.H. The following are the conditions by which you will be guided :—

1st.—You will pay every year in two instalments the sum of Rupees 1,031 of the Ooggin currency, being the amount of revenue of the village, to the kamaisdar thereof, and take receipts from him for the same. On the commencement of every year you will give a banker as security for the payment of the revenue.

2nd.—You will go to the kamaisdar's cutcherry and render him an account of the affairs of the said turuf.

3rd.—If any cultivators, &c., of Turkanee Turuf should leave that place and come over to Turuf Raolee, you will not allow them to reside there.

4th.—If any cloth dyers and cloth printers come over to reside in your turuf you will not permit them to do so, but will report the circumstance to the kamaisdar.

5th.—As you are the Thakoor of the aforesaid turuf its management has been entrusted to you. It is therefore incumbent on you to serve the Circar with fidelity and honesty. If you act otherwise you will be subjected to punishment.

Agreeably to the five conditions which have been laid down as above you will conduct all the business and remain attached to the Circar.

*Dated 9th Bhadro Boodee 1892 Sumbut.*

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No. CLXXXVIII.

TRANSLATION of PERWANNAH from MULHAR RAO HOLKAR  
to KRISHNAJEE BITTUL, KAMAISDAR of PERGUNNAH  
DEPALPORE.

Whereas Ruttun Sing, son of Himmut Sing, Girassia of Kalookheree in pergunnah Pan Behar, has hitherto exacted large sums of money from the aforesaid pergunnah on account of his tankha, and thereby greatly oppressed the people of the villages; and whereas it has been settled by the Circar that the said Girassia should not oppress the people of the villages; that he should take a cash allowance from the mamlutdar of the mehal cutcherry; and that he should serve the Circar in the pergunnah; and whereas an annual sum of Rupees 260 has been settled on him to be paid from 1228 in

Should it be proved that I have associated with these dacoits or con-  
nived at their nefarious proceedings, the Nawab is at liberty to award a  
suitable punishment.

Should any case of "daku" occur within my estate, I will not molest  
the suspected "daku," nor shall I allow my subjects or dependants to do so.  
The Rajpoots are in the habit of killing their daughters; I will in future  
make arrangements that no one should commit the heinous crime of infanti-  
cide within my estate.

Should it be proved that I or any of my dependants were concerned in  
the commission of this heinous crime, or that I connived at the offence, the  
Nawab is at liberty to award a punishment.

In future, like other tankhadars, I will pay obedience to the Nawab. I  
will keep a vakel in attendance on him. Should any of my subjects appeal  
to the Jorah adawlut, the case may be disposed of there.

I engage to abide by the conditions of this engagement; in case of  
failure, I incur a serious responsibility. Given of my own free will while in  
the full possession of my senses.

*Dated 17th January 1844.*

Engagement executed before me between the Nawab of Jorah and the  
Thakoor of Peepoda defining the feudal relations of the latter to the former,  
which were long in dispute.

INDORE,

(Sd.) C. M. WADE.

*17th January 1844.*

The principle of the moochulka (agreement) entered (see in original)  
on the 17th January 1844 should not be departed from.  
The Peepoda Thakoor is a feudatory of Jorah.

(Sd.) R. HAMILTON.

NO. CLXXX.

TRANSLATION of a SUNNUD granted by DOWLAT RAO SINDIA  
to THAKOOR GOOLAB SING of Mouza Jawasea in Pergunnah

Dewas.

The tankha, etc., which you formerly received from the pergunnahs of  
Havelee Oogain and Pan Behar, having been now stopped, the Circar has

No. CXC.

TRANSLATION of a SUNNUD granted by DOWLUT RAO SINDIA  
to RAO RUTTUN SING of KALOOKHERREE.

Whereas having come to the neighbourhood of the fort of Gwalior, you have requested that the four villages, namely, Burkhera, Borekheree, Kalookheree, and Burrote in pergunnah Pan Behar, which you have held from of old, and for which a sum of Rupees 825 is paid annually to the Circar, might be continued to you by the Circar under a Sunnud on the same terms as before : therefore the Circar has granted your request and given you this Sunnud continuing to you the villages which you have hitherto held. You shall continue to possess the above villages, and to pay every year to the Circar a sum of Rupees 825 from 1229 A. H. as you have hitherto done.

*Dated 18th Shabun 1222 A.H.*

This deed under the seal of Dowlut Rao Sindia was received from the Resident at Gwalior and transmitted by me to the Chief of Borekheree ; it confirms an arrangement mediated by me for the payment by the Chief to Sindia's government of an annual tribute of Halee Rupees 825 on his lands of Borekheree, Kalookheree, Burkhera, and Burrote, four villages situated in the pergunnah of Pan Behar.

(Sd.) W. BORTHWICK,  
*Local Political Agent.*

*Local Agent's Office, Mehidpore, 22nd June 1826.*

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No. CXCI.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR  
to BHEEKAJEE NARAIN, KAMAISDAR of PERGUNNAH  
SOMBAIR.

During the time of anarchy Uchul Singh, Girassia of Nurwur, in pergunnah Oogain, used to collect from the villages situated in the above pergunnah an annual sum of Rupees 431 as girass tankha for himself and his relations. Now through the mediation of Mr. Borthwick it has been settled that the said Girassia shall not levy a pice from the villages of the aforesaid pergunnah, and in lieu thereof an annual sum of Rupees 250 has been settled on him from the last year, to be paid from the cutcherry every year according to the memorandum. You are therefore hereby directed to

Also to *Nawal Singh of Bichhrawad* for Rs. 430, viz.—

Rs.		Rs.	
a.	p.	a.	p.
143	5	143	5
3	3	3	3
143	5	143	5
3	3	3	3
143	5	143	5
6	6	6	6

Also to *Rao Ratan Singh of Kalukhera* for Rs. 2,776, viz.—

Rs.		Rs.	
a.	p.	a.	p.
2,000	76	2,000	76
100	100	100	100
600	600	600	600
925	5	925	5
3	3	3	3
925	5	925	5
6	6	6	6

Also to *Achal Singh of Narwar* for Rs. 1,400 on Haveelee Ogein, in three instalments, viz.—

Rs.		Rs.	
a.	p.	a.	p.
466	10	466	10
6	6	6	6
466	10	466	10
6	6	6	6
466	11	466	11
0	0	0	0

Also to *Diwan Salim Singh of Lalgarh* for Rs. 5,900, viz.—

Rs.		Rs.	
a.	p.	a.	p.
3,000	0	3,000	0
1,700	0	1,700	0
1,200	0	1,200	0
1,967	0	1,967	0
0	0	0	0
1,967	0	1,967	0
0	0	0	0
1,966	0	1,966	0

And also for Rs. 2,200, viz.—

Rs.		Rs.	
a.	p.	a.	p.
1,100	5	1,100	5
733	3	733	3
5	5	5	5
733	5	733	5
3	3	3	3
733	5	733	5
3	3	3	3
733	5	733	5
6	6	6	6

Also to *Parab Singh of Pipria* for Rs. 2,400, viz.—

Rs.		Rs.	
a.	p.	a.	p.
1,000	0	1,000	0
200	0	200	0
800	0	800	0
800	0	800	0
800	0	800	0
800	0	800	0
800	0	800	0
800	0	800	0
800	0	800	0

Also to *Bharat Singh of Nangoon* for Rs. 114 from Haveelee Ogein in three instalments, viz.—

Rs.		Rs.	
a.	p.	a.	p.
38	0	38	0
0	0	0	0
38	0	38	0
0	0	0	0
38	0	38	0
0	0	0	0
38	0	38	0
0	0	0	0

## No. CXCIH.

TRANSLATION of a PUTTA (lease) granted by SREEMUNT BAIZA BAI SINDIA to LUTCHMUN SING THAKOOR and HUMEER SING his son.

You have hitherto held on rent the following three villages situated in pergunnah Haveelee Oogin, *viz.*—

Mouza Nurwur	.	.	.	.	.	.	.	1
„ Goomree	.	.	.	.	.	.	.	1
„ Moochakheree	.	.	.	.	.	.	.	1
								—
								3
								—

The revenue now fixed to be paid for these villages is as follows :—

								Rs.
In 1886 Sumbut	.	.	.	.	.	.	.	4,200
„ 1887 „	.	.	.	.	.	.	.	4,200
„ 1888 „	.	.	.	.	.	.	.	4,200
„ 1889 „	.	.	.	.	.	.	.	4,200
„ 1890 „	.	.	.	.	.	.	.	4,200
„ 1891 „	.	.	.	.	.	.	.	5,000
„ 1892 „	.	.	.	.	.	.	.	5,500
„ 1893 „	.	.	.	.	.	.	.	6,000
„ 1894 „	.	.	.	.	.	.	.	6,500
„ 1895 „	.	.	.	.	.	.	.	7,000
								—
								51,000
								—

You shall pay, without any objection, to the Circar's treasury in the cut-cherry the above sum of Rupees 51,000 according to the instalments fixed for each year. From 1896 Sumbut you shall pay every year the sum of Rupees 7,000 as the amount of revenue in the following three instalments, *viz.*—

On the full moon of Kartick.

„ „ Maugh.  
„ „ Bysack.

You will pay to the zemindar Rupees 33 on account of “damee.” No other cesses will be levied from you, but the Circar will take “bhet” from you.

Dated 10th Bysack Boodee 1887 Sumbut, corresponding with 23rd Shual 1230 A.H.



*Turuf Chowdhree Canongoe.*

VILLAGES.	Amount origi- ally fixed.	Amount since enhanced.	Total.
Mouza Sootee . . . . .	240	75	315
Mouza Budhan . . . . .	275	26	301
Mouza Moorulpunt . . . . .	100	5	105
Mouza Akia . . . . .	175	50	225
Mouza Sootlee . . . . .	58	0	58
Mouza Gorkherree . . . . .	88	17	105
Mouza Jowasa Perbhara, Turul Canoongee.	50	5	55
Mouza Dhumane . . . . .	250	51	301
Mouza Dutotur . . . . .	125	26	151
Mouza Somerakhara . . . . .	75	20	95
Mouza Bhesoonce . . . . .	72	0	72
Mouza Oopree . . . . .	115	0	115
Less . . . . .	19		
" . . . . .	215		
Less . . . . .	100		
Rupces 91			
1,623	1,898		

Of the aforesaid Rupees 1,793 one-half or Rupees 896-8 shall be paid in 1226, and the remaining Rupees 896-8 shall be paid in five years in the following progressive instalments so that the amount to be paid in the 5th year shall be Rupees 1,793, viz.:—



## NO. CLXXXVI.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR  
to ABAYEE BULWUNT, KAMAISDAR of PERGUNNAH  
MOHUTPORE.

Gerwur Sing and Newul Sing of Bichhrode waited upon the Circar and each of them claimed the tankha from the villages of the aforesaid pergunnah, alleging that he alone was in the receipt thereof. This dispute lasted for four years. At length Gerwur Sing, when the Circar took the question into consideration, executed an engagement to the effect that he would satisfy the claim of Newul Sing, and see that the Circar was not troubled any further on this account; that he would take from the mehal cutcherry any sum which might be fixed for him; that he would not take bhett, or levy any cesses separately from the villages, under penalty of forfeiting the allowance which might be fixed for him; and that he would serve in the mehal if required by the kamaisdar to do so. Accordingly an annual sum of one hundred rupees has been fixed for him from 1881 Sumbut, to be paid from the mehal of the pergunnah. You are therefore directed to pay to the aforesaid Gerwur Sing, from the cutcherry of the mehal, the said sum of one hundred rupees fixed for him from 1881 Sumbut, and to take receipts from him for the same. You are to see that the said Gerwur Sing abides by the terms of the engagement.

*Dated 22nd Rubbee-ul-Awal 1223 A.H.*

## NO. CLXXXVII.

TRANSLATION of a PERWANNAH from DOWLUT RAO SINDIA  
to NEWUL SING, THAKOOR of BICHRODE in PERGUNNAH  
HAVEELER OOGGIN.

The sum of one thousand and thirty-one rupees due from you on account of Raolee Turut has not yet been paid to the Circar. The lands not having been cultivated the revenue has failed. Balejee Sookh Deo Khasgeewala who has been ordered to give a lease of the said Raolee Turut has deputed his karkoon Bitul Huree for the purpose, and from him you will receive the lease. Respect the rights of the cultivators and improve the lands so that the revenue may be realized in full. You will be responsible that no disturbance takes place.

*Dated 13th Poos Boodee 1872 Sumbut.*

## No. CXCIV.

TRANSLATION of a SUNNUD granted by MULHAR RAO HOLKAR  
to SALIM SING GIRASSIA.

Orders have been sent to the kamaisdars of pergunnahs Kaita and Turana respectively directing them to pay to you the annual tankha of Rupees 1,400 settled on you from the aforesaid pergunnahs, through the mediation of Captain Henley from 1876 Sumbut, *viz.*—

						Rs.
Pergunnah	Turana	.	.	.	.	1,000
"	Kaita	.	.	.	.	400
						<u>1,400</u>

You will receive the above sum of Rupees 1,400 from the mehal cutcherry in lieu of girass tankha. Besides this, you should not take from the mehals, or from the villages of the pergunnah, or from the khasgee villages, any cesses such as bhet, etc. You will maintain peace and order in the mehals.

*Dated 10th Jemmadee Akhir 1219 A.H.*

## No. CXCVI.

TRANSLATION of a SUNNUD granted by MULHAR RAO HOLKAR  
to SALIM SING THAKOOR.

You represented to the Circar at Indore that the two villages, Lalgurh or Maunpoora and Nagorarea in pergunnah Mehidpore, which you have held for a long time, were resumed last year, and assigned by the Circar for the construction of a religious institution called chettry at Bhanpoora; that the girass tankha which you formerly used to receive from the villages was stopped, and it was settled through Captain Low on the part of General Malcolm that instead of taking money as girass dues from the villages, or oppressing the people by its exaction, you should receive the village of Kuchalia, and an annual cash allowance of Rupees 1,000 from the Circar's cutcherry; and that a letter was written to the kamaisdar of the mehal directing him to pay you Rupees 1,000 every year. You moreover stated that you continued to enjoy the village of Kuchalia and to receive the annual sum of Rupees 1,000 which had been fixed for you. You also made a request to Gerald Wellesley, Esq., that in order to enable you to obtain girass, fuel, etc., the aforesaid two villages might be farmed out to you in istumraree tenure, the revenues of which, after the deduction of Rupees 1,000 payable to you by the mehal cutcherry, were to be paid by you at any place where the Circar might direct. The above officer having brought

lien of the tankha: therefore you are hereby directed to pay to the said Girassia the above sum of Rupees 260, of the local currency, from the cutcherry of the Circar, and to take receipts for the same.

*Dated the 19th Shual 1220 A. H.*

Sunnud granted by His Highness Mulhar Rao Holkar in favour of Ruttun Sing of Kalookhera for the payment of girass tankha.

(Sd.) W. BORTHWICK.

## NO. CLXXXIX.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR to GOBIND RAO CHIMNAJEE, KAMAISDAR of PERGUNNAH

MEHIDPORE,—1220 A.H.

Ruttun Sing, son of Himnut Sing of Kalookhera, having appeared before me at Indore, represented to me that in 1874 Sumbut when Bitul Mahadeo and General Low stationed themselves with troops at Indruk in pergunnah Mehidpore, and established thanahs at Narelia and other places, after sending away all the men therefrom, he (the said Ruttun Sing) from fear executed a writing before Lutchnun Sudaseo, kamaisdar of the mehal, to the effect that he would take two rupees only on account of "bhet" from each village of the aforesaid pergunnah, and not levy a pice more from the mehal. He has now requested that after investigation of his case, orders should be issued for the payment to him of the tankha which he received from the said pergunnah previous to the breaking out of the disturbances. After due consideration of the above request, and enquiry of the zemindars of the mehal, it has been found that he formerly received two rupees as "bhet." It has therefore been decided that this sum shall be paid from the mehal cutcherry from the aforesaid year on the condition that he shall not oppress the people of the villages of the mehal, or exact from them more than what has been fixed for him. Accordingly his tankha has been fixed at Rupees 225 of the mehal currency, and you are hereby directed to pay the above sum of Rupees 225 to Ruttun Sing of Kalookhera, from the cutcherry of the pergunnah from the aforesaid year, and to take receipts from him for the same. Besides this the said Ruttun Sing shall not levy a pice from the villages, nor exact from the people thereof girass, grain, &c. You will inform him that should he levy anything from the villages, a deduction will be made from his tankha. Tell him that he will be required to render service according to his ability.

*Dated 5th Rujub 1220 A.H.*

Sunnud granted by His Highness Mulhar Rao Holkar in favour of Ruttun Sing for the payment of girass tankha.

(Sd.) W. BORTHWICK.

an enormous amount of money and oppressed the people of villages. The matter having been enquired into it has been settled that the said Girassia shall not take a pice from the villages in the mehal; that he shall receive a cash allowance from the mehal cutcherry; and that he shall serve in the mehal when required by the mamlutdar to do so. Accordingly an annual sum of Rupees 211 has been fixed for the said Pertab Sing Girassia from 1877 Sumbut. You are hereby directed to collect money on account of tankha from the villages, and to pay every year from 1877 Sumbut to the said Girassia the above sum of Rupees 211 in lieu of his tankha from the mehal cutcherry, taking receipts from him for the same.

The said Girassia Pertab Sing will receive by instalments from the mehal cutcherry the amount fixed by the Circar in lieu of his tankha, and he will be in attendance to do service in the aforesaid pergunnah when you direct him.

*Dated 15th Rubbee-ul-Akhir 1221 A.A.*

Sunnud granted by His Highness Mulhar Rao Holkar in favor of Pertab Sing of Peeplia for the payment of girass tankha.

(Sd.) W. BORTHWICK.

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## No. CXCIX.

### TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR to GOVIND RAO CHIMNAJEE, KAMAISDAR of PERGUNNAH MEHIDPORE.

Pertab Sing, Girassia of Peeplia, having waited upon me represented that he used to receive a tankha from the aforesaid pergunnah, and that in consequence of his having collected, since the breaking out of the disturbances, money from the villages in excess of his tankha it was stopped. He has prayed that an arrangement may be made to restore to him his tankha, and has agreed to take any amount which may be fixed for him; that he will not create any disturbance; and that he will serve in the mehal, adopt such measures as will prevent the commission of thefts, and be in attendance when sent for by the kamaisdar. The above having been taken into consideration, it has been settled that the said Girassia shall receive a fixed allowance in lieu of his tankha from the cutcherry of the pergunnah; that he shall not collect anything from the villages on account of bhet, etc.; and that he shall serve in the mehal. Accordingly an annual sum of Rupees 125 has been settled on him from last year, Sun 1220. You are therefore directed to pay the aforesaid sum of Rupees 125 from the mehal cutcherry to the said Pertab Sing

pay every year to the said Girassia the aforesaid sum of Rupees 250 of the local currency from the pergunnah cutcherry and to obtain receipts for the same.

*Dated 6th Zilhijja 1220 A.H.*

Granted to Uchul Singh of Nurwar for girass tankha on the district of Sombair from Mulhar Rao Holkar.

(Sd.) W. BORTHWICK,

*Political Agent.*

NO. CXCI.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR to GOPAL RAO KRISHNA, KAMAISDAR of PERGUNNAH KAITA.

Lutchmun Singh, son of Uchul Singh, Girassia of Nurwar, represented to the Circar that he used to receive tankha from the village of Bhutwanee in the aforesaid pergunnah which he does not now receive, and requested that an arrangement for the payment of the same might be made. From the enquiries which I have instituted, I have ascertained that when the tankha of Kurrun Singh was settled Lutchmun Singh Girassia's tankha was included in that of Kurrun Singh, who promised to pay the same to Lutchmun Singh, but that when payment was demanded Kurrun Singh denied his liability, whereupon Lutchmun Singh brought the circumstance to the notice of Captain Henley, who addressed a letter to the Circar on the subject. It having been settled that the said Girassia should not exact his tankha from the people of the villages, but should receive a cash allowance from the mehal cutcherry; and that he should make arrangements for the prevention of thefts in the mehal; a sum of Rupees 60 per annum to be paid from 1879 Sumbut has been settled on him. You are hereby directed to pay him every year, according to the instalments, the above sum of Rupees 60 of the local currency in lieu of his tankha from the mehal cutcherry, and to take receipts for the same. The said Girassia shall act up to your orders.

*Dated 12th Zilhijja 1224 A.H.*

Sunnud granted by Mulhar Rao Holkar in favour of Lutchmun Singh of Nurwar for the payment of girass tankha.

(Sd.) W. BORTHWICK,

*Political Agent.*

greatly oppressed the people of the villages; and whereas it has been settled that he shall not oppress the people of the villages, and collect anything therefrom, but shall receive a cash allowance from the mehal cutcherry; and that he shall serve the Circar in the pergunnah and keep peace there; and whereas an annual sum of Rupees 146 of the local currency has, through the mediation of General Malcolm, been settled on him from Sun 1228 in lieu of the above tankha: therefore you are hereby directed to pay to the said Girassia the above sum of Rupees 146 every year from the cutcherry of the pergunnah, and to take receipts from him for the same.

*Dated 15th Romzan 1220 A.A.*

Order from His Highness Mulhar Rao Holkar for the payment of girass tankha to Nahar Sing of Ajrawud.

(Sd.) W. BORTHWICK,

*Political Agent.*

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No. CCII.

TRANSLATION of a letter from MAJOR F. H. SANDYS, POLITICAL AGENT, to GUMAN SING, THAKOOR of DHOLATIA.

You presented to me a petition stating that your uncle, Pirthe Sing, had died, and that you would support Gyana Bai, the widow of the deceased, and praying that as he left no children, and as a provision had been made for his maintenance out of your tankha, the deceased's allowance might be given to you. Gyana Bai also presented a petition mentioning that she appointed her nephew, named Sumtajee, as successor to the said tankha of the deceased. With a view to ascertain the circumstances set forth by the plaintiff and defendant, as well as to know which of the parties had, according to the custom of the family, a right to the allowance above mentioned, the vakeel of the Nana Sahib was ordered to send a report on the subject. The said vakeel addressed a letter to the Nana Sahib, who, having made the necessary enquiries, returned, by a letter, the papers connected with the case with a *kyasnamah*, from which it appeared that the claim of the defendant Gyana Bai is unfounded, and that yours is just and fully proved. With reference to the *kyasnamah*, it is decided that you shall receive every year the tankha of Rupees 470 enjoyed by the deceased Pirthee Sing. Gyana is since dead, and her claim to the tankha, to which she had appointed her nephew as successor, was not based on just grounds; but as she adopted Sumtajee, you should make such a provision for his support as may be deemed necessary.

*Dated Mehidpore, 11th July 1843, corresponding with 1st Sarwan Bidi 1900 Sumbat.*

(Sd.) F. H. SANDYS,

*Political Agent.*

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pay every year to the said Girassia the aforesaid sum of Rupees 250 of the local currency from the pergunnah cutcherry and to obtain receipts for the same.

*Dated 6th Zilhiyya 1220 A.H.*

Granted to Uchul Singh of Nurwar for girass tankha on the district of Sombar from Mulhar Rao Holkar.

(Sd.) W. BORTHWICK,

*Political Agent.*

## NO. CXCI.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR to GOPAL RAO KRISHNA, KAMAISDAR of PERGUNNAH

KAITA.

Lutchmun Singh, son of Uchul Singh, Girassia of Nurwar, represented to the Circar that he used to receive tankha from the village of Bhutwanee in the aforesaid pergunnah which he does not now receive, and requested that an arrangement for the payment of the same might be made. From the enquiries which I have ascertained that when the tankha of Kurrun Singh was settled Lutchmun Singh Girassia's tankha was included in that of Kurrun Singh, who promised to pay the same to Lutchmun Singh, but that when payment was demanded Kurrun Singh denied his liability, whereupon Lutchmun Singh brought the circumstance to the notice of Captain Henley, who addressed a letter to the Circar on the subject. It having been settled that the said Girassia should not exact his tankha from the people of the villages, but should receive a cash allowance from the mehal cutcherry; and that he should make arrangements for the prevention of thefts in the mehal; a sum of Rupees 60 per annum to be paid from 1879 Sumbut has been settled on him. You are hereby directed to pay him every year, according to the instalments, the above sum of Rupees 60 of the local currency in lieu of his tankha from the mehal cutcherry, and to take receipts for the same. The said Girassia shall act up to your orders.

*Dated 12th Zilhiyye 1224 A.H.*

Sunnud granted by Mulhar Rao Holkar in favour of Lutchmun Singh of Nurwar for the payment of girass tankha.

(Sd.) W. BORTHWICK,

*Political Agent.*

which he was entitled to, collected, since the breaking out of the disturbances, money more or less than his tankha from the villages. Now the Girassia agreeing to take in lieu of his tankha a cash allowance from the mehal cutcherry, to serve there, and not to collect anything separately from the villages, the Circar has fixed for him from 1876 Sumbut an annual sum of Rupees 201 in lieu of his tankha, and hereby directs you to pay from the mehal cutcherry to the Girassia of Dholatia the said sum of Rupees 201 every year from 1876 Sumbut. Tell him to do service in the mehal. Take receipt from him for the money you pay him.

*Dated 29th Mohurrum 1226 A. H.*

This sunnud has been given by His Highness Mulhar Rao Holkar to Dheerut Sing, Girassia Chief, late Thakoor of Dholatia, for the payment of Rupees 201 annually at the cutcherry of Bopalpore, being the amount of girass tankha, to which Dheerut Sing is entitled from the district.

(Sd.) W. BORTURICK, Political Agent,

*Commg. Holkar's Horse and Superintending Girassia Payments.*

No. CCV.

TRANSLATION of a Sunnud granted by MULHAR RAO HOLKAR  
to DHEERUT SING, GIRASSIA, 1876 A. D.

A written order has been sent for you to pay annually to Dheerut Sing, Girassia Chief, late Thakoor of Dholatia, the sum of Rupees 201 in lieu of his tankha, to which he is entitled from the district. Tell him to do service in the mehal. Take receipt from him for the money you pay him.

Witness my hand and seal this 29th day of Mohurrum 1226 A. H.

The above order is given in accordance with the order of His Highness Mulhar Rao Holkar, and is to be paid from the mehal cutcherry of Bopalpore.

Witness my hand and seal this 29th day of Mohurrum 1226 A. H.

I wrote to Rogers Tribune in the Guelphon settlement about your case, and I now send the lease which I have received for you. It is important on you to improve the village and to remain faithful in your allegiance to the Ojibwa, as such a course will promote your welfare. If you neglect to improve the village, you will suffer loss; therefore do not neglect to improve the village, but act in such a way that the Ojibwa may be satisfied with you, and no loss may fall upon you.

Dated 1st Febr. 1887 Sault Ste. Marie.

(S4) W. BORTHWICK,

NO. CXCV.

TRANSLATION of a PERWANNAH from DOWLAT RAO SINDIA to  
the KAMATSDAR of MOURZA MURSEE in TALOOKA JHOKUR.

on the part of BHAWEE.

Dewan Sahib Singh who has been in the receipt of a tanka from the aforesaid village has represented to the Court that instead of paying the money due to him you amuse him with evasive answers. Therefore the Court having fixed Rs. 75 as the annual sum to be paid him from the said village of Masees from 1220 A.H. in three instalments, viz.—

In the north of Russia,  
Woods; " "  
Byzantium;

!asses this permission to you directing that the above sum be paid every year to the Stortead Dower and receipts be taken for the same.

Date 17th Rubbee-ul-Akhir 1221 A.H.

A similar permit for Rupees 150 on the village of Dosta.

Also for Rupees 150 on the village of Chawwa.

Precisely similar permits were issued in favour of Rao Kuttu Singh of Budia for the following sums:—

	On Down	.	.	.	.	.	100
	On Messes	:	:	:	:	:	100
	On Charward	.	.	.	.	.	100
Total							300

## No. CCVIII.

TRANSLATION of an ENGAGEMENT by THAKOOR LUCHMUN  
SING of SONEKHEIRA.

Whereas mouzah Baraila and a portion of mouzah Ranee Gaon, the latter consisting of 200 beegahs of mal lands and of 5 beegahs of aran lands, were granted by me 45 years ago for service to Thakoor Nahur Sing, the grandfather of Gopal Sing, Thakoor of Surwun ; and

Whereas another portion of the said mouzah Ranee Gaon, consisting of 250 beegahs of mal lands, was given by me in time of Thakoor Khooman Sing, the father of the said Thakoor Gopal Sing ; and

Whereas I received Rupees 500 of the Halee currency as a tankha for the said mouzah ; and

Whereas a quarrel having taken place in these days with regard to the said portions of mouzah Ranee Gaon, I applied to Captain W. Borthwick on the subject, and he was pleased to settle that the said portions of the village should continue to remain in the possession of the said Thakoor Gopal Sing and that I was to receive an additional tankha of Rupees 200 for the said portions of Ranee Gaon, making up a total tankha of Halee Rupees 700, or, at the premium rate of Rupees  $12\frac{1}{2}$  per cent., of a total sum of the Salum Shahee currency of Rupees seven hundred and eighty-seven, annas eight (S. S. Rs. 787-8).

I do hereby engage that I will receive annually the said tankha as per instalments fixed, and offer no objection to the said Thakoor Gopal Sing, and his heirs (nuslun bad nuslun, etc.), in perpetuity, enjoying the said mouzah and parts of the mouzah as above detailed. I give this as my engagement for record for future reference. Dated 12th August 1820, corresponding with 1st Zilkad 1235 Hijree.

Confirmed by me this 21st day of August A. D. 1820.

(Sd.) JOHN MALCOLM, *Major-Genl.*

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No. CCIX.TRANSLATION of AGREEMENT written by THAKUR SHEO SING  
DORIA, ZEMINDAR of MANDAWAL, to THAKUR GOPAL  
SING, RATHORE of SARWAN.

My grandfather Nathu Ram bestowed in Sambat 1844 on your grandfather Nahr Sing for service the village of Sukutkhairi, Tuppa, Punth Piploda

your request to the notice of the Circar, and your request having been duly considered, it has been determined to farm to you the said two villages in istumrarce tenure. A sum of Rupees 4,652 has been fixed as the rent of the two villages for two years, *viz.*, Rupees 2,251 for 1229 Fash or 1876 Sumbut, and Rupees 2,401 for 1230 Fash or 1877 Sumbut; you will without objection pay the rent at any place the Circar may direct, Rupees 1,251 in 1229 Fash, and from 1230 Fash Rupees 1,401 exclusive of Rupees 1,000 of the local currency, which is receivable by you from the Circar and which will be credited to you as a set-off against the above revenue. You will receive receipts for the money you pay.

*Dated 16th Zeeaad 1220 A.H.*

### NO. CXCVII.

TRANSLATION of a SUNNUD granted by DOWLAT RAO SINDIA to SALIM SING, GIRASSIA of LALGURH, 1220 Arbi.

Goberdhu Doss Jee, kamaisdar of pergunnah Barode and other mehals, has, with a view to prevent your creating disturbances in the mehals, farmed to you the two villages, mouza Soodhvas and mouza Dhabla Asna in pergunnah Barode, besides the izaras. Accordingly, the Circar has determined to give you from the aforesaid year the two villages, *viz.*, mouza Soodhvas and mouza Dhabla Asna, and therefore grants you this Sunnud. You will continue to hold the above villages separately besides the izara. If you create disturbances in this and other mehals of the Circar, you shall forfeit the said villages.

*Dated the 1st Zilhej 1220 A. A.*

This Sunnud was obtained by Salim Singh of Lalgurh through my mediation and is guaranteed by the British Government.

MHOW;

*The 10th November 1818.*

(Sd.) JOHN MALCOLM,  
Seal of ditto.

### NO. CXCVIII.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR to KRISHNAJEE BITTUL, KAMAISDAR of PERGUNNAH

DEPALPORE.

Pertab Sing, Girassia of Peepia, who used to receive a tankha from the aforesaid pergunnah, instead of levying only what was usual, recently collected

No. CCVIII.

TRANSLATION of an ENGAGEMENT by THAKOOR LUCHMUN  
SING of SONEKHEIRA.

Whereas mouzah Baraila and a portion of mouzah Ranee Gaon, the latter consisting of 200 beegahs of mal lands and of 5 beegahs of aran lands, were granted by me 45 years ago for service to Thakoor Nahur Sing, the grandfather of Gopal Sing, Thakoor of Surwun ; and

Whereas another portion of the said mouzah Ranee Gaon, consisting of 250 beegahs of mal lands, was given by me in time of Thakoor Khooman Sing, the father of the said Thakoor Gopal Sing ; and

Whereas I received Rupees 500 of the Halee currency as a tankha for the said mouzah ; and

Whereas a quarrel having taken place in these days with regard to the said portions of mouzah Ranee Gaon, I applied to Captain W. Borthwick on the subject, and he was pleased to settle that the said portions of the village should continue to remain in the possession of the said Thakoor Gopal Sing and that I was to receive an additional tankha of Rupees 200 for the said portions of Ranee Gaon, making up a total tankha of Halee Rupees 700, or, at the premium rate of Rupees  $12\frac{1}{2}$  per cent., of a total sum of the Salum Shahee currency of Rupees seven hundred and eighty-seven, annas eight (S. S. Rs. 787-8).

I do hereby engage that I will receive annually the said tankha as per instalments fixed, and offer no objection to the said Thakoor Gopal Sing, and his heirs (nuslun bad nuslun, etc.), in perpetuity, enjoying the said mouzah and parts of the mouzah as above detailed. I give this as my engagement for record for future reference. Dated 12th August 1820, corresponding with 1st Zilkad 1235 Hijree.

Confirmed by me this 21st day of August A. D. 1820.

(Sd.) JOHN MALCOLM, *Major-Genl.*

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No. CCIX.

TRANSLATION of AGREEMENT written by THAKUR SHEO SING  
DORIA, ZEMINDAR of MANDAWAL, to THAKUR GOPAL  
SING, RATHORE of SARWAN.

My grandfather Nathu Ram bestowed in Sambat 1844 on your grandfather Nahr Sing for service the village of Sukutkhairi, Tuppa, Punth Pipoda

of Peepia in lieu of girass tankha, according to the custom adopted with other Girassias, and to take receipts from him for the same.

*Dated 25th Shabun 1221 A. A.*

Sunnud granted by His Highness Mulhar Rao Holkar in favor of Pertab Sing of Peepia for the payment of girass tankha.

(Sd.) W. BORTHWICK.

NO. CC.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR to BHEEKAJEE NARAIN, KAMAISDAR of PERGUNNAH

SAVAIR.

Pertab Sing, Girassia of mouza Peepia in pergunnah Ogein, received an annual sum of Rupees 100 from the aforesaid pergunnah as girass tankha since the breaking out of the disturbances. Now it has been settled through the mediation of Captain Borthwick that the said Girassia shall not levy a pice from the villages; that he shall protect the villages; and receive every year a sum of Rupees 60 which has been fixed for him from last year. You are therefore directed not to allow the said Girassia to collect money from the villages on account of his tankha, but to pay him every year, from the last, the aforesaid sum of Rupees 60 from the cutcherry of the pergunnah, and to take receipts from him for the same.

*Dated 6th Zilhey 1220 A. H.*

Sunnud from Maharajah Sree Mulhar Rao Holkar to Pertab Sing Thakoor of Peepia for girass tankha from the district of Sombair.

(Sd.) W. BORTHWICK,

*Commanding Holkar's Horse, Political Agent.*

NO. CCI.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR to KRISHNAJEE BITTUL, KAMAISDAR of PERGUNNAH

DEPALPORE.

Whereas Nahar Sing Girassia has hitherto exacted an enormous amount of money from the aforesaid pergunnah on account of his tankha, and thereby

## NO. CCIII.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR  
to GOBIND RAO CHEEMNAJEE, KAMAISDAR of PERGUN-

NAH MEHIDPORE.

Dheerut Sing, son of Huree Sing of Dholatia in Pergunnah Ogein, having waited upon the Circar, represented that he is in the receipt of a tankha from the aforesaid pergunnah; and that after the disturbances he took from the pergunnah any amount of money whether it was equal to or less than the sum he was entitled to; and prayed that as arrangements have been made for the payment of tankhas to all others, a similar arrangement might be made for the payment of his tankha, adding that he would accept what-ever sum might be fixed for him; and that he would not collect anything from the villages in the shape of bhet, &c., and that he would also perform the duties required by the kamaisdar and adopt such measures as will prevent the commission of thefts. The said Dheerut Sing further declared that he would forfeit the amount of money which might be fixed for him if he should fail to do the above. Accordingly an annual sum of Rupees 400 of the mehal currency having been settled on him from 1220 A. H. in the pergunnah, you are hereby directed to pay from the aforesaid year to the said Dheerut Sing, Girassia of Dholatia, the above sum of Rupees 400 every year from the pergunnah cutcherry; to see that he does what he has promised to do; and to take receipts from him for the money you pay him.

*Dated 2nd Shabun 1220 A. H.*

This Sunnud for girass tankha to the amount of Rupees 400 was granted to Nathooram, the Thakoor of Dholatia, by His Highness Mulhar Rao Holkar.

(Sd.) W. BORTHWICK,

*Political Agent.*

## NO. CCIV.

TRANSLATION of a PERWANNAH from MULHAR RAO HOLKAR  
to KRISHNAJEE BITTUL, KAMAISDAR of PERGUNNAH

DEPALPORE.

Dheerut Sing of Dholatia has been in the receipt of a girass tankha from the villages of the aforesaid pergunnah, and he, instead of taking the amount



NO. CCVI.

TRANSLATION of a SUNNUD granted to RAO NEWUL SING  
CHOOHAN of BURDIA by MULHAR RAO HOLKAR through  
BAPOOJEE KRISHEN of PERGUNNAH SOONDERSEE.

You have from of old been in the receipt of tankha from the two villages  
of Mukrore and Pcepia; and your servants Gobarahun Sing and Kolla Sing  
Bergoojor formerly collected tankha and bhut therefrom. Now a sum of  
Rupees 125 payable in three instalments, viz.—

Rs.									
In the month of Kartick									
"	"	"	"	"	"	"	"	"	"
Maugh	45	.	.	.	.	.	.	.	.
Bysack	40	.	.	.	.	.	.	.	.
Total									
.	125	.	.	.	.	.	.	.	.

has been settled on you from the year 1227 or 1877 Sunbut in lieu of tankha  
and bhut through General Malcolm. Accordingly you shall receive from the  
cutcherry the above amount yearly, and not oppress the people of the mehal.  
You will adopt such measures as may prevent the Bergoojor from committing  
mischief; should he forcibly levy anything, a deduction will be made from  
the money settled on you.

Dated 6th Shabun 1220 A. H.

NO. CCVII.

TRANSLATION of a PERWANNAH from LUTCHMUN RAO ABAJEE,  
KAMAISDAR of PERGUNNAH AUGUR, dated 3rd Bhadur  
Soodee 1906 Sunbut, corresponding with 1st Shual 1257,  
Fush.

Be it known to the Mookuddums and the farmers of the villages of the  
above named pergunnah that Rao Newul Sing and his son Guj Sing of Burdia  
represented that he has from of old been in the receipt of "bhut" from the  
girass villages of the aforesaid pergunnah, but that the inhabitants of some  
of those villages opposed the levying of the same, and they have prayed that  
these inhabitants may be directed to pay the bhut according to the established  
usage. An inquiry having been made of the local zemindars on the subject,  
this perwannah is issued directing the people of the girass villages to pay  
without fail directly to the said Rao the usual bhut of Rupees two a year.

## No. CCXV.

TRANSLATION of a SANAD from NAWAB GHUFFOOR KHAN granting the village of BELONDA in SUNJIT PERGANA of JAORA to HAKEEM MEER ZAFFURALLY, dated 1st Shaban 1233 Hijri.

Be it known to the Amils, Mutsuddies, Kanoongoes, Chowdries, Mukadams and cultivators, present and future, of the Sunjit Pergana of Rampura Soubah Malwa, that the village of Belonda, together with its revenue and customs dues, has been granted rent free to Hakeem Meer Zaffurally from the commencement of the kharif of Fasli 1225 for his support, and it shall continue in his possession from generation to generation, undisturbed. It is required that the possession of the village should be given to the Agent of the said Hakeem, considering the grant as rent free. The village should not be harassed with demands for forced labour (begar), bheth, etc., nor should renewed sanad be called for. Carry out these instructions without fail.

TRANSLATION of a PROCLAMATION from CAPTAIN BORTHWICK regarding the grant by NAWAB GHUFFOOR KHAN, of the village of BELONDA in SUNJIT PERGANA to HAKEEM MEER ZAFFURALLY, dated 11th January 1819, corresponding with 17th Rabi-ul-awal 1234 Hijri.

Whereas Nawab Abdul Ghuffoor Khan has out of his estate, which is guaranteed by the British Government, granted free of rent the village of Belonda to Syud Zaffurally for his support on account of the services rendered by him, whereas the above village is situated on the road and is frequented by travellers and on this account is put to the inconvenience of providing labour, fire-wood, etc., which interferes with the prosperity of the village and its inhabitants, and whereas the said Hakeem is a well-wisher of the British Government, it is notified that no servant of the British Government or any other person passing the village should demand forced labour, fire-wood, etc., otherwise on a complaint being made to any British officer, such person will be considered an offender.

(Sd.) W. BORTHWICK,

*Commanding Detachment.*

This is to certify that being called upon by both parties to mediate a settlement of a dispute between the Nawab Ghuffur Khan and Hakim Mir Zuffur Ally, I agreed to do so on the ground of my consideration for the

NO. CCVI.

TRANSLATION of a SUNNUD granted to RAO NEWUL SING  
CHOHAN of BURDIA by MULHAR RAO HOLKAR through  
BAPOOJEE KRISHN of PERGUNNAH SOONDERSEE.

You have from of old been in the receipt of tankha from the two villages of Mukrore and Peepia; and your servants Gobarhuh Sing and Kolla Sing Bergoojir formerly collected tankha and bhet therefrom. Now a sum of Rupees 125 payable in three instalments, viz.—

[illegible]

has been settled on you from the year 1227 or 1877 Sumbut in lieu of tankha and bhut through General Malcolm. Accordingly you shall receive from the cutcherry the above amount yearly, and not oppress the people of the mehal. You will adopt such measures as may prevent the Bergoojur from committing mischief; should he forcibly levy anything, a deduction will be made from the money settled on you.

*Dated 6th Shabun 1220 A. H.*

NO. CCVII.

TRANSLATION of a PERWANNAH from LUTCHMUN RAO ABAJEE,  
KAMASIDAR of PERGUNNAH AUGUR, dated 3rd Bhadur  
Soodee 1906 Sumbut, corresponding with 1st Shual 1257,  
Fushli.

Fushi.

Be it known to the Mookuddums and the farmers of the villages of the above named pergunnah that Rao Newul Sing and his son Guy Sing of Burdia represented that he has from of old been in the receipt of "bhet" from the girass villages of the aforesaid pergunnah, but that the inhabitants of some of those villages opposed the levying of the same, and they have prayed that these inhabitants may be directed to pay the bhet according to the established usage. An inquiry having been made of the local zemindars on the subject, this pergunnah is issued directing the people of the girass villages to pay without fail directly to the said Rao the usual bhet of Rupees two a year.

below, without any objection; or on account of bad season, and without deduction, into the Treasury; and be it known that the village and wells are given in perpetuity on the stipulation of punctual payment of tribute, loyalty, and readiness in all things, and that nothing in the slightest degree should be omitted, but the above warning should be acted upon.

S. Rupees 630, tribute annually: Thakur Lal on account of tribute, Rupees 400 as follows:—

Village of Sidri in the Pergana of Baraoda, 1 village, wells and their Zarat; in the village of Baraoda, 3 wells, namely, 2 complete wells, one known as Maluk Chandas, the other known as Khairati Talaswala; share of well known as Panghutia, 3 shares khalsa, the fourth share to the Thakur.

Thakur Lal's relatives' share of tribute for wells and their Zarat Rupees 230 annually, namely, 10 wells for each Rupees 20, total Rupees 200.

On account of share in other wells, Rupees 30.

Detail of 10 wells, Rupees 200.

In Baraoda 8 wells, Rupees 160.

Brij Lal Chatar Singh, 2 wells, namely, 1 well and one Dinkli.

Sirdar Bulla	.	.	.	.	.	.	.	.	.	1 well.
Dhanji	.	.	.	.	.	.	.	.	.	1 "
Magniram	.	.	.	.	.	.	.	.	.	1 "
Kewalram Mayaram	.	.	.	.	.	.	.	.	.	1 "
Kalianji Magniram	.	.	.	.	.	.	.	.	.	1 "
Maluk Chand Ram Chand	.	.	.	.	.	.	.	.	.	1 "

In other villages 2 wells, Rupees 40, namely,—

In Baraoda in name of Bhimaji	.	.	.	.	1 well.
In Pacheria in name of Magniram and Punna	.	.	.	.	1 "

Detail of Rupees 30.

In Baraoda Rupees 16-11, in the name of Bhuraji Pipliwala 1 well, half khalsa, half to him, Rupees 10.

In the name of Dalaji 1 well, 2 shares khalsa, one share to him, Rupees 6-11.

In Burkhaira, in the name of Brij Lal Chatar Singh, 1 well, 1 share khalsa, 2 shares to him, Rupees 13-5.

Detail of instalments of tribute—

	Rs.	a.	p.
At Kharif season	315	0	0
First instalment	157	8	0
Second "	157	8	0
At Rabi season	315	0	0
First instalment	157	8	0
Second "	157	8	0

Written on 30th Mah Rabi-ul-Awal S. 1240 Hijri, corresponding with 22nd November 1824 A.D.

NO. CCXI.

TRANSLATION of a PARWANA from ALEXANDER MACDONALD  
to RAWAT KARAN SINGH regarding grant of village of  
BHATIKHARI.

You took a part in the mischief committed by the people of Amad.  
Therefore the following villages have been taken from you in Khalsa :—

Dantoli with its fort.

Mokampura.

Khaimpura.

Gopalpura.

Pokharda.

The above villages have been taken by Maharaja Holkar in Khalsa and  
the village of Bhatkari has been graciously granted to you in jagir. Live  
there in peace. Never join in any sedition and be on good terms with the  
Sirkar. You will not come to trouble. Be easy. Dated 30th October 1821  
or Kartik Sudi 5th S. 1888.

(Sd.) A. MACDONALD.

NO. CCXII.

TRANSLATION of a PARWANA regarding the grant of the villages  
of SAJAWATA, LALAKHARA and PIPLIA in PARGANA of JAORA  
by NAWAB GUFFUR KHAN to THAKUR RAGHANATH SINGH,  
under the guarantee of G. WELLESLEY, ESQUIRE, dated  
17th May 1823.

Be it known to the Chowdries, Kanoongoes, Zemindars, and cultivators  
of Pargana Jaora that whereas the villages of Sajawata, Lalakhara and  
Piplia of Pargana Jaora have been granted by way of Istamarat tankha to  
Thakur Raghunath Singh with the consent of Gerald Wellesley, Esqr., on  
the Thakur's agreeing to pay an annual sum of Rupees 3,303 Sha-alum-sye  
(half of which is Rupees 1,651-8-0) from the commencement of the Kharif of  
1230 Fasil; the inhabitants of the above villages are hereby required to pay  
obedience and their rents to the Thakur. The Thakur on his part should by  
his good management bring the land under plough and cultivation, increase  
the prosperity of the villages, and should not suffer the villages to be de-  
populated. He should pay the aforesaid tankha annually into the Sirkar's

## No. CCXVIII.

DOCUMENT relating to the grant of the VILLAGE of SADA-  
KHERI to THAKUR GOPAL SINGH,—1845.

Parwana countersigned by Sir Robert Hamilton, Resident, Indore, on 10th April 1845, and bearing the Residency seal, from the Nawab, dated 21st of March 1845, corresponding with 13th Phagun Sudi Sammat 1901, and the month of Rabi-ul-Awal Fasli 1252, informing the Chaudhri, Kanoongoe, Zemindars and cultivators of the parganah that the Sirkar had granted the village to Thakur Gopal Singh on the terms given above from the commencement of the Fasli year 1252, corresponding with Sammat 1901.

## No. CCXIX.

DOCUMENT relating to the grant of the VILLAGES of BORKHERA  
and REWAS to THAKUR GALAB SINGH,—1839.

(In the Court of) HIS HIGHNESS NAWAB GHOUS MAHOMED  
KHAN BAHADUR SHAUKAT-I-JUNG.

(Signature in English. W. BORTHWICK,  
*Personal Assistant.*)

Seal of Nawab  
Ghous Mahomed  
Khan.

Seen.

PATTA (in Persian) of ISTAMRAR JAGIR in the name of THAKUR  
GULAB SINGH.

The villages of Borkhera and Rewas in the Jaora Pargana of the State have been granted by the Sarkar in Istamrar from generation to generation from the beginning of Fasli year 1247, corresponding with Sammat 1896, on payment without (any other) expenses of rupees nine thousand two hundred and one of the Salim Shahi currency, the half of which is rupees four thousand six hundred and annas eight of the same currency. The Bhet, Begar Kahi Kabari of the State, Wazan Kashi Khunt, Bir and Baghat (gardens) of the Thakur will be current according to the usage of the Istamrar villages of the pergana. You should, on Sahukar's security every year, pay into the State Treasury the amount fixed in this patta (instalments noted below) and do not make any excuse or evasion, and by good treatment keep the ryots contented and do not oppress them. And in case of delay in payment of the instalments fixed, a party of ten Sowars will be deputed (to realise the amount) and when the whole year's amount remains unpaid, it will rest with the Sarkar to continue the village.

TRANSLATION of a PARWANA regarding the grant of the villages of BAHADARPURA, KHOJAN KHERA and ERNIAGOOLJ in JAORA PERGANA by NAWAB GURFOOR KHAN to THAKUR DOWLAT SINGH under the guarantee of GERALD WELLESLEY, ESQ., RESIDENT, dated 19th May 1823.

ESQ., RESIDENT, dated 19th May 1823.

Be it known to the chowdries, kanoongoes, zemindars and cultivators of Pergana Jaora, Mahal Jagiri Sircar, that whereas the villages of Bahadarpura, Khojan Khhera and Erniagoor of Jaora Pargana have been granted by way of Istamar tankha to Thakur Dowlat Singh with the consent of Gerald Wellesley, Esq., on the Thakur's agreeing to pay an annual sum of Rs. 3,603 salimsye—half of which is Rs. 1,801-8-0—from the commencement of the Kharif of 1230 Bussli, the inhabitants of the above villages are hereby required to pay obedience and their rents to the Thakur. The Thakur on his part should by his good management bring the land under plough and cultivation, increase the prosperity of the villages, and should not suffer the villages to be depopulated. He should pay the above stipulated tankha annually into the Sircar Treasury according to the undermentioned instalments without excuse or default owing to any unforeseen events. In consideration of personal attendance, payment of rent, fidelity and due performance of duty these villages have been granted as tankha. These conditions should be duly fulfilled without fail as required—

	Rs.	a.	p.
Mauza Bahadarpura	1,001	0	0
" Khojankhera	1,001	0	0
" Erniagoojar	1,601	0	0

[illegible]

*Dated 2nd of Ramazan 1238 Hijri, corresponding to 14th May 1823  
A. D. and 4th Baisakh Sudi Sambat 1880.*

Seal of Nawab Guffoor Khan settled under my mediation and guarantee.

(Sd.) G. WILBESLEY, Resident.  
Seal of : ditto.

INDORE,  
The 19th May 1823.

annas of the same currency. The Bhet, Begar, Kahi Kabari of the State, Wazan Kashi, Khunt, Bir and Baghat (gardens) will be current according to the usage of the istamrar villages of the pergana. You should, on Sahukar's security every year, pay into the State Treasury the amount fixed in this patta (instalments noted below) and do not make any excuse or evasion, and by good treatment keep the ryots contented and do not oppress them. And in case of any delay in payment of the instalments fixed, a party of ten Sowars will be deputed (to realise the amount) and when the whole year's amount remains unpaid, it will rest with the Sarkar to continue the village.

*Details.*

	Rs.	a.	p.
Rupees 5,001 Salim Shahi. . . . .	1,250	4	0
On 15th Kartik Sudi . . . . .	1,250	4	0
„ 15th Pos Sudi . . . . .	1,250	4	0
„ 15th Phagan Sudi . . . . .	1,250	4	0
„ 15th Baisakh Sudi . . . . .	1,250	4	0

Dated 24th Safar 1246 Fasli Jeth Bidi 11th Sammat 1896 (Vikram).

No. CCXXII.

DOCUMENT relating to the grant of the VILLAGE of KHERWASA to THAKUR TAKHT SINGH,—1845.

Parwana countersigned by Sir Robert Hamilton, Resident, Indore, on the 10th April 1845, and bearing the Residency seal from the Nawab (Ghous Mahomed Khan) dated the 21st of March 1845, corresponding with 13th Phagan Sudi Sammat 1901, and the month of Rabi-ul-Awal Fasli 1252, informing the Choudhri, Kanungoe, Zemindars and cultivators of the pergana that the Sarkar had granted the village of Kherwasa to Thakur Takht Singh on the terms given above from the commencement of the Fasli year 1252, corresponding with Sammat 1901.

No. CCXXIII.

DOCUMENT relating to the grant of the VILLAGES of SIRSI, KHIMAKHERI, and KHOKHRA to THAKUR BHAWANI SINGH,—1839.

(In the Court of) HIS HIGHNESS NAWAB GHOUS MAHOMED KHAN BAHADUR SHAUKAT-I-JUNG.

(Signature in English. W. BORTHWICK,  
Personal Assistant.)

Seal of Nawab  
Ghous Maho-  
med Khan.

Seen.



been granted by way of tankha. No deviation should be made from this, what is enjoyed should be done.

## Details.

Rs. a. p.	Mouza Uparwara	Patakheri	Chandankhari.	Two instalments in the Kharif harvest.	Two instalments in the Rabi harvest
1,001 0 0	.	.	.	.	.
1,001 0 0	.	.	.	.	.
1,601 0 0	.	.	.	.	.
3,603 0 0					
1,801 8 0	.	.	.	.	.
1,801 8 0	.	.	.	.	.

Dated 2nd of Ramzan, 1238 Hijri, corresponding to 14th May 1823 A.D. and 4th Baisakh Sudi 1880, Sumat.

Seal of NAWAB ABDUL GUFFUR KHAN.

Settled under my mediation and guarantee.

INDORE, }  
The 17th May 1823. }  
(Sd.) G. WELLESLEY, Rt. Seal of do.

TRANSLATION of a YADDAST (MEMORANDUM) from NAWAB GUFFUR KHAN to THAKUR ZALIM SINGH under the guarantee of G. WELLESLEY, ESQUIRE, Resident, dated 17th May 1823.

You will continue to receive hereafter the Dami of Zamindari and the amount from the Sayer Chabutra of Jaora Kasba which you have hitherto enjoyed. Therefore these few lines have been written down by way of agreement.

Dated 2nd of Ramzan 1238 Hijri, corresponding to 14th May 1823 A.D. and 4th Baisakh Sudi Sumat 1880.

Seal of NAWAB ABDUL GUFFUR KHAN.

Settled under my mediation and guarantee.

INDORE, }  
The 17th May 1823. }  
(Sd.) G. WELLESLEY, Rt. Seal of do.

## No. CCXXV.

COPY of a GRANT of the villages of KURWAKARY and MELOO-KARY by Nawab GUFFOOR KHAN to CHUNDUN SING THAKOOR, ZEMINDAR PROPRIETOR of TAUL, the original of which bears the signature of G. WELLESLEY, ESQ., RESIDENT, received 22nd August 1821.

Be it known to all the chowdries, canoongoes, zemindars and cultivators of the pergunnah of Taul in the jaghire of the Nawab, that the villages of Kurwakary and Melookary in the pergunnah of Taul are given in istumrar to Chandan Sing Thakoor according to agreement for the annual rent of one thousand seven hundred and thirty-seven Hallee Rupees commencing from the Fuslee Khureef (autumnal harvest) of the Fuslee year 1229 ; it is therefore hereby required that all the husbandmen of the above villages shall yield obedience and pay their just rents to him, and that he shall be attentive to the cultivation of the soil and the prosperity of the people, and that he shall not commit any extortions upon any of the ryots, and further that he shall pay without failure or reference to any contingency whatever, at the periods agreed upon, the amount of his rent to the Sirkar, and that he shall not in the slightest degree fail in all due attendance, respect, faithfulness, and the performance of all orders, as the before-mentioned villages are given upon these terms through the kindness of the Sirkar in the shape of tankha.

Kurwakary	:	:	:	:	:	:	Rupees	1,236	0	0	
Melookary	:	:	:	:	:	:	"	501	0	0	
								<hr/>			
								Sicca Hallee Rupees	1,737	0	0
								<hr/>			
1st payment Fuslee Khureef	:	:	:	:	:	:	Rupees	868	8	0	
2nd " Rubee	:	:	:	:	:	:	"	868	8	0	

*Dated the 20th Zecant Hegira 1236, 9th of the full moon in Bandoo Sumbat 1878, corresponding with the Fuslee year 1229 and the 19th August, A. D. 1821.*

COPY OF AN ENGAGEMENT upon the part of THAKOOR CHUNDUN SING on account of tankha for two villages held by him in istumrar, the rent of which he agrees to pay, the original of which bears the signature of G. WELLESLEY, ESQ., received the 22nd August, A. D. 1821.

*Having received from the Sirkar the annual harvest price of 1229, the villages of Kurwakary and Melookary at the rate of Rupees 1,737 0 0*

character of the Nawab and the public services rendered by the Hakim to Holkar's as well as the British Government, and the following is the settlement to which I have given my consent as according with the wishes of both and appearing to me under all circumstances just and reasonable.

The Hakim Zuffur Ally is at liberty to depart from the service of the Nawab Ghuffur Khan and to live in Hindustan, his native country. He has consented to give up to the Nawab the Sanad he has in his possession for an annual pension to him and his heirs for ever of fifteen hundred Rupees, but retains the sanad or grant (to him and his heirs for ever) conferred upon him by the Nawab Ghuffur Khan as a reward for his services of the village of Belonda in the District of Sunjit which is given for the support of him, the said Mir Zuffur Ally, and his descendants. In witness of my having mediated this agreement I have given one copy of this certificate to the Nawab Ghuffur Khan and another to the Hakim Mir Zuffur Ally.

(Sd.) JOHN MALCOLM,

M. G.

## NO. CCXVI.

TRANSLATION of a GRANT of the village of SIDRI in BARAODA PERGANA, and WELLS with ZARAT in the village of BARAODA, etc., by NAWAB GHUFFUR KHAN to THAKUR LAL and his RELATIVES, the original of which bears the seal of G. WELLESLEY, ESQ., RESIDENT, dated 22nd November 1824 A. D.

To the Choudries, Kanooongoes, Zemindars and agriculturists of the Pergana of Baraoda of the Mahal in jagir of His Highness the Nawab, be it known:—

That the village of Sidri of the Pergana of Baraoda and the wells and adjoining land watered by them (Zarat) of Baraoda, etc., that have been held from old times according to the details below, by the advice of the Bara Sahab, are granted by His Highness for the annual payment of Salam Sahai Rupees 630, the half of which is S. Rupees 315 as tribute on the above village and wells with their Zarat as detailed below, in perpetuity on the agreement of Thakur Lal and his relatives according to the detail below, beginning from the kharif season in the year 1231 Fashi; it therefore behoves the zemindars and agriculturists of the village named to remain with the Thakur and pay their lawful rent, and it behoves Thakur Lal and his relatives so to manage the above village, wells and their Zarat as to increase the revenue and make the cultivators prosperous and not to allow any one in the village to be ruined, and to pay the fixed tribute year by year by instalments, as stated

1878, and for the future these will be fixed according as is ascertained after enquiry :—

The zemindari dami @ Rs. 6 Salim Shahi per cent.

The kanoongoee @ Rs. 3 Salim Shahi per cent.

To be hereafter fixed at a fair rate after enquiry.

The income of the Sayer Chabutra of the town of Tal at  $\frac{1}{4}$  Salim Shahi Rs. 750 in a lump sum fixed from Sammat year 1878 to be continued in future in the same manner.

For lands cultivated with the Thakur's own ploughs in the town and elsewhere, the rent of which both is under attachment for Sammat 1877, two-thirds of it to be given to the Thakur and one-third to be taken by the State as rent, and in future this will be settled after due enquiry.

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DOCUMENT relating to the grant of the village of SADA-  
KHERI to THAKUR GOPAL SINGH,—1839.  
(In the Court of) HIS HIGHNESS NAWAB GHOS MAHOMMAD  
KHAN BAHADUR SHAUKAT-I-JUNG.

(Signature in English. W. BORTHWICK,

P.V.J.

Seen.

Seal of Nawab  
Ghouse Mahommud  
Khan.

PATTA (in Persian) of ISTAMRAR JAGIR in the name of THAKUR  
GOPAL SINGH.

GOPAL SINGH.

The village of Sadakheri in the Baroda taluka of the Jaora State has been granted by the Sarkar in Istamarar from generation to generation from the beginning of the Fashi year 1247, corresponding with Sammat 1896, on payment without (any other) expenses of Rupees three thousand five hundred and one of the Satam Shahi currency, the half of which is Rupees one thousand seven hundred and fifty and annas eight of the same currency. The Bhel, Begar Kahi Kabari of the State, Wazan Kashi, Khunt, Bir and Bughat (ducs) of the Thakur will be current according to the usage of the Istamarar villages of the pargana. You should, on Sahukar's security every year, pay into the State Treasury the amount fixed in this patta (instalments noted below) and do not make any excuse or evasion, and by good treatment keep the ryots contented and do not oppress them. And in case of delay in payment of the instalments fixed, a party of ten sowars will be deputed (to realize the amount), and when the whole year's amount remains unpaid, it will rest with the Sarkar to continue the village:—

*Details.*

Rupces 3,501 Salam Shahi—

	Rs.	a.	p.
On 1st Kalak Sudi	875	4	0
On 1st Pos Sudi	875	4	0
On 1st Phagun Sudi	875	4	0
On 1st Baisakh Sudi	875	4	0

Dated 24th Safar 1246 Faslî Jelh Badi 11th Sammat 1896.

For twenty years before the British conquest of Malwa, the Dhar State was subjected to a continued series of spoliations chiefly at the hands of Sindhia and Holkar, and was preserved from destruction only by the talent and courage of Maina Bai. By the treaty concluded on the 10th January 1819 (No. CCXXVII) Dhar was taken under the protection of, and was bound to act in subordinate co-operation with, the British Government; several districts which it had lost were recovered and restored to it; its tributary rights over the Rajput States of Banswara and Dungarpur were ceded to the British Government; and it was arranged that the British Government should hold the Bairsia pargana for five years to liquidate a loan of Rs. 2,50,000 which the Government agreed to make to the Dhar State.

In 1821, by an additional Engagement (No. CCXXVIII), Dhar ceded the pargana of Bairsia and the tribute of Ali Mohan to the British for an annual payment of Rs. 1,10,000. In 1831 the pargana was restored to Dhar, as the collections from it were less than the sum paid for it by about half a lakh of rupees; but as the Dhar authorities could not manage the district owing to its isolated position and separation from the rest of their territories, it was again taken under British management in 1835, on the understanding that the surplus revenues, after meeting all expenditure, should be paid to Dhar. The payments continued to be made till 1860, when they were stopped as a punishment for the rebellion of the Dhar State in 1857, and the pargana of Bairsia was made over to Bhopal as a reward for the services of the Sikandar Begam of Bhopal during the mutinies (*see* Bhopal).

In 1828 the pargana of Nimanpur Makrar in Nimar was made over in perpetuity to the management of the British Government (No. CCXXIX), on condition that the surplus revenue, after payment of all expenses of administration, should be annually paid to the Dhar State. It was, however, restored to Dhar in 1830.

Besides the engagements mediated by the British Government between Dhar and its feudatories, an Agreement (CCXXX) was mediated in 1821 between Holkar and the Dhar State. Both States brought forward claims for lands near Bijaur and Dipalpur, and as it was impossible to ascertain the boundary correctly, it was agreed that the lands should be left neutral for the purpose of pasturing cattle.

Ramchandar Puar was succeeded by his adopted son, Jaswant Rao Puar, who died in 1857, and was succeeded by his half-brother, Anand Rao Puar, then 13 years of age. The Dhar State rebelled in 1857, and was in consequence confiscated. It was subsequently restored to Raja Anand Rao

*Details:*

[illegible]

No. CCXX.

DOCUMENT relating to the grant of the VILLAGES of BOR-  
KHERA and REWAS to THAKUR GULAB SINGH,—1844.

KHERRA and REWAS to THAKUR GULAB SINGH,—1844.

Pervana countersigned by Sir Robert Hamilton, Resident, Indore, on the

10th April 1845 and bearing the Residency seal from the Nawab (Mahomed Khan) dated the 21st of March 1845, corresponding with 13th Phagun Sudi Sammat 1901, and the month of Rabi-ul-Awal, Fasi 1252, informing the Chaudhri, Kanungoe, Zemindars and cultivators of the pargana that the Sarkar had granted the villages of Borkhera and Rewas to Thakur Gulab Singh on the terms given above from the commencement of the Fasi year 1252, corresponding with Sammat 1901.

No. CCXXI.

DOCUMENT relating to the grant of the VILLAGE of KHERWASA  
to THAKUR TAKHE SINGH,—1839.

to THAKUR TAKHE SINGH,—1839.

(In the Court of) HIS HIGHNESS NAWAB GHOUS MAHOMED  
KHAN BAHADUR SHAUKAT-I-JUNG.

KHAN BAHADUR SHAUKAT-I-JUNG.

(Signature in English. W. BORTHWICK, Regional Asst.)

*Personal Assistant.*

Seal of Nawab  
Ghous Mahomed  
Khan.

Seen.

PATTA (in Persian) of ISTAMRAR JAGIR in the name of THAKUR TAKHT SINGH.

TAKHT SINGH.

The village of Kherwasa in Jaora Pergana of the State has been granted by the Sarkar in Istamarar from generation to generation from the beginning of the Fasli year 1247, corresponding with Summat 1896, on payment with- out (any other) expenses of rupees five thousand and one of the Salim Shahi currency, the half of which is rupees two thousand five hundred and eight

PATTA (in Persian) of ISTAMRARI JAGIR in the name of THAKUR BHAWANI SINGH.

The villages of Sirsi, Khimakeri and Khokhra in the Jaora Pergana of the State has been granted by the Sarkar in Istamar from generation to generation from the beginning of the Fasil year 1247, corresponding with Sammat 1896 (Vikrami) on payment without (any other) expenses of Rs. 12,301 Salim Shahi currency, the half of which is Rs. 6150-8-0 of the same currency.

The Bhet Begar, Kahi Kabari of the State, Wazan Kashi, Khunt, Bir, and Baghat (gardens) of the Thakur will be current according to the usage of the Istamar villages of the Pergana.

You should on Sahnukar's security every year, pay into the State Treasury the amount fixed in this patta (instalments noted below) and do not make any excuse or evasion and by good treatment keep the ryots contented and do not oppress them. And in case of delay in payment of the instalments fixed, a party of ten sowars will be deputed (to realise the amount) and when the whole year's amount remains unpaid, it will rest with the Sarkar to continue the village:—

*Details:—*

Rs. 12,301 Salim Shahi, for Mouzas Sirsi, Khimakeri and Khokhra.

On 15th Kartik Sudi	Rs. a. p.
" 15th Kartik Sudi	3,075 4 0
" 15th Pos Sudi	3,075 4 0
" 15th Phagan Sudi	3,075 4 0
" 15th Baisakh Sudi	3,075 4 0
Dated 24th Safar 1246 Fasil jeth Bidi 11th Sammat 1896 (Vikrami).	

NO. CCXXIV.

DOCUMENT relating to the grant of the VILLAGES of SIRSI, KHIMAKHERI, and KHOKHRA to THAKUR DALPAT SINGH,

—1845.

Parwana countersigned by Sir Robert Hamilton, Resident, Indore, on the 10th April 1845 and bearing the Residency seal from the Nawab (Ghous Mahomed Khan) dated the 21st March 1845, corresponding with 13th Phagan Sudi Sammat 1901 and the month of Rabi-ul-Awal Fasil 1252 informing the Chowdhries, Kanungoes, Zemindars, and cultivators of the Pargana of Jaora that the Sarkar had granted the villages of Sirsi, Khimakeri and Khokhra to Thakur Dalpat Singh on the terms given above from the commencement of the Fasil year 1252 corresponding with Sammat 1901.



## ARTICLE 4.

The British Government agrees to make Jeswunt Sing, Rajah of Allee, restore the pergunnah of Kooksee and tribute of Allee to Ramchunder Rao Puar, Rajah of Dhar; and further to aid the said Rajah of Dhar in all his legitimate claims upon the Rajput Chiefs of Budnawur.

## ARTICLE 5.

Ramchunder Rao Puar, Rajah of Dhar, agree upon the part of himself his heirs and successors, to make over to the British Government, in lieu of the expense it may incur by protecting his country, all his tributary rights in the principalities of Banswarra and Doongurpore.

## ARTICLE 6.

The British Government agrees to restore to Ramchunder Rao Puar, Rajah of Dhar, the province of Bairesea, lately conquered from the Pindarees upon the following stipulations, *viz.*, that the British Government retain possession of the aforesaid pergunnah, for a term of five years, commencing from the 29th day of March, A.D. 1819, corresponding to the month of Chyte Soodee Pratipada 1876 Sumbut Bickramajeet, and to 29th day of the month of Jemmadee-ul-Awul 1234 Hegira, for the purpose of liquidating a loan of two lakhs and fifty thousand Hallee Rupees (Rupees 2,50,000) to be made by the British Government to the State of Dhar; upon the expiration of the above term on the 29th of March A.D. 1824, corresponding to the 29th of Jemmadee-ul-Awul, 1239 Hegira, all the gain or loss occurring from the possession of the pergunnah to belong exclusively to the British Government, who is to have the option of continuing to hold the pergunnah from the Dhar government, or to let it to any other State, as it may deem expedient, it being distinctly understood that Ramchunder Rao Puar, Rajah of Dhar, his heirs and successors, are to have no claim to exercise authority in the said pergunnah, which is to be confined to the management of the British Government, who will pay to the Dhar State the revenue and produce of the aforesaid pergunnah.

This Treaty, consisting of six Articles, has this day been settled by Brigadier-General Sir John Malcolm, K.C.B. and K.L.S., Political Agent for the Most Noble the Governor General, on the part of the Honourable the English East India Company, and Bapoo Ragonaut on the part of Ramchunder Rao Puar, Rajah of Dhar, his heirs and successors; Brigadier-General Sir John Malcolm, K.C.B. and K.L.S., has delivered one copy thereof in English, Persian, and Hindi, signed and sealed by himself to the said Bapoo Ragonaut, from whom he has received a counterpart of the same, bearing his seal and signature, and confirmed by that of Ramchunder Rao Puar, Rajah of Dhar.

Brigadier-General Sir John Malcolm, K.C.B. and K.L.S., engages that a copy of the said Treaty, ratified by the Most Noble the Governor General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Bapoo Ragonaut within the space of two months from this date, upon which the one now executed shall be returned.

specified,

Kutwaky

## Melookary

Ruppes 1,236 0 0  
501 0 0

501 0 0

Halee Rupees 1,737 0 0

0 0 737

1st payment Fuslee Khureef

2nd                  "                  Rubee

*Dated the 20th of the month Zecant 1236 Hegira, corresponding to the 7th of the full moon in Bandoo 1873 Sunbut, corresponding with the Rustee year 1229 and to the 19th August, A. D. 1821.*

NO. CCXXVI.

TRANSLATION of a PERSIAN MEMORANDUM from NAWAB  
GAFUR KHAN of JAORA to G. WELLESLEY, ESQ., RESI-  
DENT, INDORE, dated 11th of Ramjan 1237, Hijri, correspond-  
ing to Jaith Sudi 13th Summat year 1879.

Settled through my mediation.

(Sd.) Gd. WELLESLEY,

*Resident.*

The 7th June 1822.

Seal of  
Nawab  
Gaffur Khan.

To Thakur Chandan Singh, inhabitant of Pergunnah Tal.

That as the following arrangement has been arrived at before the Resident regarding the case of the dam, etc., in all three items for the last three years its details are as below:—

The zemindari dami and kanoongooe have been fixed from Rupees 1,000 to 700 Salim Shahi for the last three years from Sammat 18 76 to Sammat

ARTICLE 4.

But, as the two cessions aforesaid are virtually made to the British Government from the date of this engagement, the British Government agrees, that from the date it commences to exercise the rights acquired by the cession of the Allee (Mohun) tribute, it will pay to Dhar at the rate of ten thousand Rupees per annum of Indore or Oogoin currency till the 27th day of March 1824.

ARTICLE 5.

The annual amount of one lakh and ten thousand Rupees of Indore or Oogoin currency, to be paid by the British Government to Dhar, will be liquidated by two equal instalments of fifty-five thousand Rupees each, *viz.*, one in the month of Koowar and the other in the month of Chyte of each Hindoo year. Those for the first year corresponding with August, A.D. 1824, and February, A. D. 1825.

*Done at Dhar, this 18th day of December, in the year of our Lord 1821, corresponding with the 22nd Rubbee-ul-Awul, 1237 Hegira, and the 9th Buddee Marghsir, 1878 Sumbut Bickramajeet.*

(Sd.) N. ALVES,  
2nd Assistant, on deputation.



Seal of Rajah Ramchunder Rao.



(Sd.) HASTINGS.  
„ JAS. STUART.  
„ JOHN FENDALL.

Ratified by the Governor General in Council at Fort William this 26th day of January 1822.

(Sd.) GEO. SWINTON,  
Secretary.

No. CCXXIX.

ENGAGEMENT regarding PERGUNNAH NIMANPUR MAKRAR.

LETTER from RAMCHANDAR RAO PUAR, RAJAH of DHAR, to  
GERALD WELLESLEY, ESQ.

*After the usual complimentary introduction.*—The mehals comprised in my jaghire of Nimanpur Makrar being situated at a great distance from

## VI.—BHOPAWAR AGENCY.

The Bhopawar Agency was constituted on its present footing in the year 1882 by separating the duties of the Political Agent, Bhopawar, from those of the Commandant of the Malwa Bhil Corps, who till then had held the dual charge. At the same time the Deputy Bhil Agent at Manpur was abolished, and the charge was included in that of the Political Agent in Bhopawar at Sirdarpur; and the staff of officers of the Malwa Bhil Corps was revised. Besides Dhar, the Agency now includes Jhabua and ten other guaranteed Estates or Thakurates, and also ten guaranteed Bhumitis, all of which are described below.

From the year 1882 to the year 1891 the arrangements described above remained unchanged. In the latter year, however, the earlier system, by which the Commandant of the Malwa Bhil Corps held the dual charge, was temporarily resumed. The charges were afterwards again separated.

The Agency also includes the charge of a small tract of British territory, *viz.*, MANPUR,\* surrounded by the possessions of Native States. Some districts belonging to Sindhia and Holkar also come within its limits, and the Political Agent's supervision extends to them.

None of the guaranteed Estates in this Agency receive any allowance from, or pay any tribute to, the British Government.

### (1.) DHAR.

The Puar family was one of the most distinguished in the early Maratha history. Anand Rao Puar is usually considered as the founder of the principality of Dhar, which, with some adjacent districts, and the right to receive the tribute payable by certain Rajput Chiefs, was assigned to him by the first Baji Rao Peshwa. Anand Rao died in 1749, and was succeeded by his son, Jaswant Rao Puar, who was slain in the defeat of the Marathas at Panipat. To him succeeded his infant son, Khande Rao Puar, who was followed by his son, Anand Rao Puar. He died in 1807, and was succeeded by his posthumous son, Ramchandrarao Puar, on whose mother, Maina Bai, the administration temporarily devolved. Ramchandrarao died early, but Maina Bai, with the consent of the neighbouring Chiefs, adopted her sister's son under the name of Ramchandrarao Puar.

\* The area of Manpur is 60 square miles; the population, according to the census of 1901, is 4,890, and the revenue Rs. 19,800.

settlement made by the Bai Sahiba is written. The lands lying between the bank of the Chumbul and the point which the Bai Sahiba has marked by sugar mill stones have, after due enquiries, been reserved as grazing land for the cattle of the aforesaid two villages. Neither of the contending parties will ever in future raise any dispute in respect to the boundaries of the above lands, or bring forward any claim thereto. The cattle of both villages shall graze without let or hindrance on those lands. No person shall be permitted to cultivate the above grazing lands. The Bijore people will cultivate the remaining land and none of the contending parties shall interfere with such cultivation. The lands of the village of Sugrod having been measured under the superintendence of Janardan Trimbak Amil of mouza Sugrod in pergunnah Depalpore, Sundar Ramaji, karkoon of Holkar, Beniram in the employment of the Puar Circar, and the patail and patwari of Bijore in pergunnah Dhar the boundaries thereof have been defined as follows:—

The eastern boundary extends to the bank of the Chumbul and the western boundary to the mosque. Boundary pillars have been erected on the east, west, north and south. The lands which lie between the mosque and the boundary pillars measure 804 beegahs. The lands which formed the subject of dispute, and which have been reserved as pasturage for cattle and will ever continue so, stretch eastward to the pillars erected on the boundary of Bijore in pergunnah Dhar; westward to the pillars erected on the boundary of the arable lands of mouza Bijore in pergunnah Dhar; southwards to the pillars erected on the boundary of Sheogarh in pergunnah Depalpore; and northward to the pillars erected on the boundary of mouza Shahada in pergunnah Depalpore. The above terms define the boundaries which have been fixed.

This engagement has been executed by the contending parties.

Endorsed in English.

Exchanged through me on the 1st of August 1821.

(Sd.)      GD. WELLESLEY,  
*Resident.*

No. CCXXXI.

TRANSLATION of a KHUREKTA from the RAJAH of DHAR to CAPTAIN P. W. BANNERMAN, ASSISTANT AGENT GOVERNOR GENERAL for CENTRAL INDIA, and OFFICIATING SUPERINTENDENT, DHAR, —1864.

*After the usual greeting.*—Your letter with correspondence regarding the cession of land for railway purposes has been received by me, and recognizing the benefits the Dhar State will derive from being traversed by

Puar, with the exception of the Bairasia pargana, as narrated above, but was retained under British management till the Chief should attain the age of 18 years, or until he should become competent to manage his own affairs. The administration of the State was entrusted to the Chief in October 1864.

In 1862 a Sanad (note to No. LXXVI) was granted by the Government of India, conceding to the Chiefs of Dhar the right of adoption.

In 1869 Raja Anand Rao Puar expressed a wish to adopt an heir. He was informed that Government would sanction any adoption of a qualified person which he might make in accordance with Hindu law and the customs of his race, but that the adoption once made could not be set aside so as to allow him to adopt another heir. Government, however, had no objection, in the event of a legitimate son being born to the Raja, to recognize his succession in preference to that of any heir whom the Raja might have adopted.

In 1877, on the occasion of the Imperial Assemblage at Delhi, the title of Maharaja was conferred upon Raja Anand Rao Puar, as a personal distinction, and he was also appointed a Knight Commander of the Star of India. In 1883 the further decoration of Companion of the Indian Empire was conferred upon him.

In 1864 the Chief of Dhar engaged (No. CCXXXI) to cede to the British Government, with sovereign rights, such land as may be required for the construction of a railway through his State, and to exempt all through traffic from transit duties. He further abolished all transit duties in the State on the 16th February 1887, on the occasion of the Jubilee of the Queen-Empress.

Capital sentences passed by the Chief require the confirmation of the British Government before they are carried out, but he can pass sentences of life imprisonment without confirmation.

In 1886 the Government of India acknowledged the jurisdiction (civil and criminal) of the Chief of Dhar over the guaranteed Thakurs within his State in all cases where such jurisdiction could be fairly proved to have become an established prescriptive right by reason of its long continuance. This agreement has now been accepted by all guaranteed holders.

The Maharani, the only wife of the late Chief, died in January 1890, and the Maharaja then expressed a wish to adopt his nephew, Udayi Rao Puar, younger son of the Chief's half brother, Sambaji Rao Puar Appa Sahib of Multan. This was sanctioned by Government. The Maharaja married again in 1890.

## (II).—GUARANTEED CHIEFS IN THE BHOPAWAR AGENCY.

### 1. JHABUA.

Jhabua was the principal guaranteed Chiefship under the Bhil Agency as formerly constituted, and was originally tributary to Holkar. The family are Rathor Rajputs, and are descended from one of the former Rajas of Jodhpur.

Kesho Das, a Rathor Rajput, did good service in the time of Jehangir in suppressing the lawless bands in south western Malwa. In return for his services he was granted certain lands in the district. The finest districts of this State were wrested from it by Holkar, but it is remarkable that Holkar left to its rulers the right to collect in these districts the chaauth, or one-fourth of the revenues, which the Marathas exacted as a rule from the countries which they conquered. There are about twenty families of rank in this State, who pay Rs. 15,000 a year as tribute to Holkar, and Rs. 25,000 to their own Chief. In lieu of the tribute of Rs. 35,000 which Holkar formerly claimed from this State, lands were assigned to him through the mediation of the British Government, but no written engagement was made. In 1821, in consequence of the disturbed state of the country and the imbecility of the Raja, Bhim Singh, the Raja was required to abdicate in favour of his son, Partab Singh. The arrangements for the administration of the country were made through the mediation and under the Guarantee (No. CCXXXII) of the British Government. At a later period the State was for some years taken under the direct superintendence of the British Government.

In 1865 the Chief of Jhabua having permitted the mutilation of a person confined under suspicion of theft was fined Rs. 10,000, and required to settle a pension of Rs. 15 a month on the injured man, this pension being under the guarantee of the British Government. The Chief's mother was banished from Jhabua for a year, and the offender and others were expelled from the State. As a further mark of the abhorrence with which Government regarded the conduct of the Chief, his salute was discontinued, but was restored at the expiration of a year from the date of his discomfiture, in consequence of the administration having been favourably reported on.

Before 1870 the States of Jhabua and Indore exercised a joint jurisdiction in the towns of Tumbha and Pithawa and in some of the neighbouring

## No. CCXXXVII.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and RAMCHUNDER RAO PUAR, RAJAH OF DHAR, his heirs and successors, concluded on the part of the HONOURABLE EAST INDIA COMPANY by BRIGADIER-GENERAL SIR JOHN MALCOLM, K.C.B. and K.L.S., POLITICAL AGENT for the MOST NOBLE the GOVERNOR GENERAL, and BAPOO RAGONAUT on the part of RAMCHUNDER RAO PUAR, RAJAH OF DHAR, the said BRIGADIER-GENERAL SIR JOHN MALCOLM being invested with full power and authority by the MOST NOBLE FRANCIS, MARQUIS of HASTINGS, K.G., one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, appointed by the EAST INDIA COMPANY to direct and control their affairs in the EAST INDIES, and the said BAPOO RAGONAUT being invested with like power and authority from RAMCHUNDER RAO PUAR, RAJAH OF DHAR,—1819.

## ARTICLE 1.

There shall be perpetual peace, friendship, and unity of interests between the British Government and Ramchunder Rao Puar, Rajah of Dhar, his heirs and successors, and the friends and enemies of the one State shall be the friends and enemies of the other.

## ARTICLE 2.

Ramchunder Rao Puar, Rajah of Dhar, agrees to act in subordinate co-operation with the British Government, and to have no intercourse or alliance, private or public, with any other State, but secretly and openly to be the friend and ally of the British Government; and at all times when that Government shall require, the Rajah of Dhar shall furnish troops (infantry and horse) in proportion to his ability.

## ARTICLE 3.

The British Government agrees to protect the State of Dhar and its dependencies, *viz.*, Budnawur, Bairsea, Kooksee, Derhampore, Sooltanabad, Bulkiar, Naulcha, Loaree, and Khurwarrah, in the province of Jowut and allghur Doongla, and to secure them and the tribute of Allee to Ramchunder Rao Puar, Rajah of Dhar, his heirs and successors.



from June 1904, was granted by the Darbar to the firm with the sanction of the Government of India.

The area of Jhabua is 1,336.48 square miles; the population, according to the census of 1901, is 80,889, of whom the majority are Bhils; and the revenue is about Rs. 1,10,000. The State pays Rs. 1,474-3-2 towards the cost of the Malwa Bhil Corps. It makes no other payment to, and receives none from, the Government of India.

The military force, including irregulars, consists (1905) of 46 cavalry, 206 infantry, 4 artillery men with 4 guns (the guns are almost unserviceable), and 37 armed police.

The State pays nazarana to the British Government, though governed by the rules for the mediatized Chiefships.

The Raja receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

## 2. ALI-RAJPUR.\*

The early history of this State is very uncertain; but it appears to have been founded by one Anand Rao Rathor about 1440. When the British power was established in Malwa the State was under the control of an adventurer named Musafir Makrani. Partab Singh, the Chief of Ali-Rajpur, had died, leaving a nephew, Kesari Singh, who endeavoured to supplant Partab Singh's posthumous son, Jaswant Singh. Kesari Singh was driven out by Musafir, who was the only Makrani leader allowed by the British Government to settle in Malwa. He had long been manager of Ali-Rajpur and made himself useful in expelling his countrymen and other foreigners, and was therefore recognised as manager of the State during the minority of Jaswant Singh. An Engagement (No. CCXXXIV) was mediated in 1818 between him and the Dhar Government, by which, in lieu of tribute alleged to have formerly been Rs. 20,000, the sayar duties in Ali-Rajpur were made over to Dhar.

The sayar duties, however, were not only unproductive, but the collection of them by Dhar officials led to disputes. To remedy these difficulties, the first arrangement effected was an agreement on the part of the Dhar State to pay a sum of Rs. 1,200 a year to Ali-Rajpur in commutation of all claims of individuals on the sayar duties. By this settlement, all pretext for interference on the part of the officials of Ali-Rajpur was obviated. Disputes, however, still continued. For this reason, and with a view of promoting facilities of commerce with Guzarat, the British Government

\* Malcolm's "Malwa," No. 10 of Schedule No. I and No. 2 of Schedule No. III.

Done at Budnawur, this 10th day of January, A.D. 1819, corresponding to the 12th of the month Rubbee-ul-Awul, 1234 Hegira, and to Poos Soodee Chowdas Sumbut 1875, Bickramajet.

The  
Company's  
Seal.

(Sd.) HASTINGS.  
G. DOWDESWELL.  
" JAS. STEWART.  
" J. ADAM.

Governor  
General's  
Small Seal.

Ratified by His Excellency the Most Noble the Governor General in Council, this 13th day of March, A.D. 1819.

(Sd.) C. T. METCALFE,

Secretary.

# NO. CCXXXVIII.

ENGAGEMENT between the HONOURABLE EAST INDIA COMPANY and RAJAH RAMCHUNDER RAO PUAR, of Dhar, as follows,—1821.

## ARTICLE 1.

Rajah Ramchunder Rao Puar consents to cede in perpetuity to the Honourable Company the district of Bairsea and the tribute of Allee Mohun.

## ARTICLE 2.

The Honourable Company stipulates, in consideration of these two cessions, to pay annually to Rajah Ramchunder Rao Puar, his heirs and successors, the sum of one lakh and ten thousand Rupees of the Indore or Coeign currency.

## ARTICLE 3.

Whereas it was agreed by the 6th Article of the Treaty concluded between the Honourable Company and the State of Dhar on the 10th January, A.D. 1819 (12th of Rubbee-ul-Awul 1234 Hegira, and 14th Poos Soodee 1875 Sumbut), that the district of Bairsea should, in compensation of a loan from the British Government to Dhar of two lakhs and fifty thousand rupees, remain in possession of the British Government for a period of five years, viz., from the 27th March, A.D. 1819 (29th Jemmadee-00s-sanee, 1234 Hegira, and the 15th Chyte Soodee 1876 Sumbut), till the 27th March, A.D. 1824 (29th Jemmadee-ul-Awul 1239 Hegira and 15th Chyte Soodee ending 1880 Sumbut), it is to be understood that the arrangement remains undisturbed by any term of the present engagement, and accordingly the payment by the British Government to Dhar of one lakh and ten thousand Rupees will not commence till after the expiration of the five years aforesaid, that is, till the year 1881 Sumbut.

depend on the manner in which he carried on the administration. He died on the 29th October 1881 without male issue.

As the privilege of adoption had not been granted to the deceased Chief the State might have been treated as an escheat to Government. It was, however, decided to forego the right, and to appoint a successor to the gadi. After carefully investigating the qualifications and claims of several persons, including the Chiefs of Dharampur and the Thakurs of Mayagaon and Phulwal, the choice of Government fell upon Bijai Singh, the Thakur of Sondwa, whose family was an off-shoot of the direct line of the Ali-Rajpur Chiefs, and whose claims were warmly supported by the Ranis and the most influential persons in the State. He was then a minor, being educated at the Daly College, Indore.

The succession of Bijai Singh was, however, displeasing to Jit Singh, Thakur of Phulwal, who in the time of the previous Chief had, on account of his wealth and influence, ranked above the Sondwa Thakur. Owing to the lax administration of the diwan, Rai Bahadur Venkat Ram, and more particularly by reason of his interference with the hereditary customs of the Bhil Patels and Tarwis, the Bhil population had for some time been in a discontented state. Thakur Jit Singh taking advantage of this induced the Bhil and Bhilala leaders, Bhawan and Chitu, to join him in a rising in which many Makranis, headed by Dad Muhammad, joined, as well as a number of Vilayatis from Guzarat and Khandesh. The malcontents plundered the towns of Nanpur, Bhabra, and Chaktalla and threatened Ali-Rajpur; but on the arrival of the Malwa Bhil Corps they dispersed, and Dad Muhammad, the Makrani leader, was shot in a skirmish.

Eventually the leaders, Chitu and Bhawan, were captured and brought to justice. Thakur Jit Singh escaped into Guzarat, where he soon after died, and his estate was forfeited and lapsed to the State. When the rising had been put down, the claims of all concerned were examined, and the hereditary rights of the Bhil Patels and Tarwis were restored. Thakur Jawan Singh, of Jhaknaoda, in Jhabua, was appointed superintendent of Ali-Rajpur. He received the title of Rao Bahadur in 1890.

Bijai Singh remained at the Daly College, Indore, till 1888, when he returned to Ali-Rajpur, the administration remaining as before with Thakur Jawan Singh. In July 1890 Government sanctioned the tentative administration by the Rana of the parganas of Nanpur and Katali, but before he could be invested with these limited powers he died on the 16th August 1890. The elder Rani gave birth to a daughter on the 2nd September 1890.

Dhar, I have made them over in perpetuity to the charge of the Honourable Company's Government for the purpose of having them well managed and improved in cultivation. The pergunnah will accordingly be carefully attended to and improved, and after deducting from the annual collections the expenses of schools, the salaries of the revenue officers, and the dues of the zemindars, according to former usage, the balance will be regularly remitted every year to the Dhar Government.

*Written on the 17th Rabi-us-sani 1236 Fasli Shuru-san tisa Ishrin Mayalan-o-alif (1229).*

LETTER in reply from GERALD WELLESLEY, ESQ., to RAM-CHANDAR RAO PUAR, RAJA OF DHAR, dated 3rd November 1828.

*After the usual compliments.*—I have had the pleasure to receive the Sannad you transmitted of the pergunnah of Nimampur Makrar, and I am extremely happy to hear of your good health. I beg you will rest assured that the pergunnah will be improved to the utmost possible extent, and the balance of its revenues, after deducting the expenses, will be remitted to your government. Continue until we meet to let me have the pleasure of hearing of your welfare.

NO. CCXXX.

TRANSLATION of an ENGAGEMENT executed between HOLKAR and DHAR in regard to Mouza Bijore in Pergunnah Dhar and Mouza Sungrode in Pergunnah Depalpoore in Indore, in the time of GENERAL MALCOLM. Dated 19th Shual 1236, A.H., corresponding with 20th July 1821.

For many years there has been a dispute between the zemindars of mouza Bijore in pergunnah Dhar and mouza Sugrod in pergunnah Depalpoore regarding lands situated on the boundaries of these two villages. As no agreement could be come to, Maharajah Mulhar Rao Holkar and Rajah Ramchunder Rao Puar of Dhar referred the case for decision to Major General Sir John Malcolm who deputed Captain Dangerfield to the boundaries of the villages to enquire into the merits of the case. Captain Dangerfield, having surveyed the disputed lands, submitted a report to General Malcolm, who finally decided that both parties should at all times respect the boundaries fixed and agreed to by the disputants in the time of the late Ahilia Bai and raise no objection thereto; and that both parties should agree to the measurement made by Captain Dangerfield and recorded in the Government office. For their guidance this deed recording the boundary

however, become tributary to any of the Malwa Chiefs. Mohan Singh was Rana at the time of Sir John Malcolm's settlement of Malwa. He was succeeded by his son, Jaswant Singh.

In 1861, owing to the incapacity of Rana Jaswant Singh, the State was taken under British management and remained so until 1873, when it was restored to the Rana, on the understanding that his continuance in power would depend on his ability to administer his State rightly. On the death of Jaswant Singh he was succeeded by his younger brother, Indrajit Singh, the administration of the State remaining in the hands of the diwan, Muhammad Najaf Khan. In 1883 Rana Indrajit Singh, in order to test his capacity for ruling, was put in charge of the Anjar pargana of his State. The experiment proving fairly successful, he was recommended for further powers, and in January 1886 full administrative authority in his State was conceded to him, on the distinct understanding that the measure was tentative, and that, should it fail, it would be necessary to revert to the former arrangement.

A claim was preferred by Maharaja Holkar in 1868 to sovereignty over the village of Datwara, situated in the heart of Barwani, on the ground of possession at the time of Sir John Malcolm's settlement. This was disproved by the evidence, which showed that the village had been granted by the Chief of Barwani in 1771 as a service jagir to Naro Ganeshji, diwan of Ahalya Bai of Indore, and that for some years after 1812 the Barwani State having resumed the jagir received the revenues of the village. There was no evidence to show how the village passed from the successors of the diwan to the Maharaja of Indore ; but as the grant to the diwan did not include sovereignty, and as the Maharaja failed to show that he held it on a different tenure, Government pronounced his claim to be untenable. In 1886 the right of Maharaja Holkar to collect excise revenue in the village of Datwara was disputed by the Barwani State, and it was decided that as the status of the Maharaja in that village was simply that of a jagirdar, he, in common with other jagirdars, had no title to the excise revenue of Datwara.

Rana Indrajit Singh died in 1894, and was succeeded by his son the present Rana, Ranjit Singh, who was installed in January 1895. Ranjit Singh was born in December 1888. Since his accession the administration of the State has been carried on by a superintendent under the direct control of the Political Agent.

The area of Barwani is 1,178 square miles ; the population according to the census of 1901, is 76,136 ; and the revenue about Rs. 4,50,000

a railway, I am willing to cede the land required for any such railway approved and sanctioned by the British Government on the following terms:—

1st.—All lands required for the railway, its stations and works, shall be ceded, free of charge, in perpetuity, with its sovereign authority to the British Government.

Such compensation as it may be necessary to award to private individuals for lands so taken up will be given by the Dhar State.

2nd.—All residents within the railway limits, whether subjects of the British Government or of the Dhar State, shall be under the jurisdiction of the railway officers and Government authorities.

3rd.—All disputes between the officers and dependants of the railway and the subjects of the Dhar State outside the railway limits shall be heard and settled by the officer in political charge of the Dhar State.

4th.—The disposal of cases of criminals of the Dhar State who may go within the railway limits shall be settled according to the rules observed generally in such cases.

5th.—All "through" traffic to be free from transit or other duties. Goods under transport by rail, breaking bulk *en route* through the Dhar State, to be liable to the ordinary duties leviable on such, unless a special tariff be hereafter fixed for traffic of the latter nature.

6th.—The above engagement is binding on me and my successors.

Dhar, 6th April 1864.

villages. The sayar or customs dues were also conjointly collected. As this arrangement caused frequent and vexatious disputes between the two Darbars, an exchange of lands and villages was brought about in 1871, by which Piliawad remained with the Indore State and Thandla with Jhabua. All sayar duties are now collected by the latter State, which pays annually to Indore the sum of Salim Shahi Rupees 1,278 as compensation for the share formerly accruing to Indore. A further sum of Rs. 1,400 is also paid to Indore to equalize the revenues of some of the transferred villages.

Raja Gopal Singh did good service during the mutiny of 1857, in consideration of which he was allowed to exercise limited criminal powers within his State. All heinous offences are reported by the Darbar to the Political Agent in Bhopawar, who ordinarily tries murders and other cases of exceptional importance in his own court, but has a discretionary power of making over to the Darbar for trial such cases as may seem advisable. The proceedings of the Darbar in such cases are subject to revision by the Political Agent. All sentences of death require confirmation by the Agent to the Governor-General in Central India.

Transit dues on cotton have long been abolished in the State, and in commemoration of the Jubilee of the Queen-Empress in 1887 all transit duties were remitted.

The Chief agreed in 1864 (No. CCXXXIII) to cede in full sovereignty such lands as may be required for a railway through his territories and to abolish all transit dues on through traffic. In 1891 the Chief agreed to cede, free of cost and with full sovereignty, all the land required for the Ratlam-Godhra Railway which passes through his State.

Gopal Singh died in January 1895, and was succeeded by his adopted son, Uдай Singh, son of Thakur Raghunath Singh of Khawasa, a tributary of Jhabua. A nazarana of Rs. 25,850, equal to a quarter of the average net revenue of the State during the preceding five years, was levied on the succession, and a Khilat of the value of Rs. 6,462 was presented to the Chief on the part of the Government of India by the Political Agent. Raja Uдай Singh, who was born in 1876, was granted full administrative powers in 1898. But these were curtailed in 1900. The Chief is required to abide by the advice of the diwan of the State, who is appointed by the Political Agent in Bhopawar, and to submit the annual budget for the approval of the Agent to the Governor-General in Central India.

The Darbar have concluded an agreement with Messrs. Kiddle, Reeve and Company of Bombay for working the manganese deposits at Kajli, Dungri and Rambhapur. A mining lease for thirty years, commencing

Thakur Dalel Singh died in 1896, and the Government of India recognised the succession of his eldest son, Zalim Singh. Zalim Singh died in June 1906, and was succeeded by his son, Beni Madho Singh, who was born on the 14th December 1904. The Estate has been placed under the management of the Agency owing to the minority of Beni Madho Singh.

The Thakurate having been in uninterrupted possession for over a hundred years of the two villages of Bhat Bamanda and Barodia, which are mentioned in the sanad of the Bakhtgarh Thakurate, it was decided to allow these villages to remain in the possession of Kachhi Baroda.

The area of Kachhi Baroda is 44 square miles; the population, according to the census of 1901, is 2,783; and the revenue about Rs. 30,000.

The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

#### 10: BAKHTGARH.\*

The relations of the Thakur of Bakhtgarh to Dhar are the same as those of the Thakur of Multhan. He pays annually Hali Rupees 16,502 under a Settlement (No. CCXXXIX) made in 1818. In 1819 a dispute between the Thakurs of Bakhtgarh and Kachhi Baroda was settled (No. CCXL) through British mediation, by which the claims of the Bakhtgarh Thakur on the villages of Dhangikheri and Dudwal were recognised. That portion of the engagement which relates to these two villages is still in force, but the former part of the engagement, regarding the Mandloi dues, is said to have been modified by Sir Claud Wade in 1842. This question was re-opened in 1889.

In 1853 the late Thakur, Bhagwant Singh, succeeded his elder brother, Sawai Singh, who was the son and successor of Pirthi Singh, the Chief with whom the settlement was originally made. Bhagwant Singh had been accorded permission to adopt an heir on the understanding that if he should have a son he would pay his adopted son Rs. 400 a year for his maintenance. Bhagwant Singh died in 1869 without having adopted an heir, and left the selection to his widow. Her choice, with the consent of the Dhar Darbar, fell on Partab Singh, and was confirmed by the British Government. In accordance with the wishes of the late Thakur the Estate was managed under British supervision until 1882, when, on Partab Singh attaining his majority, he was placed in full charge of the Estate.

Partab Singh died in 1892, having adopted Sardar Singh of the Bham-bori family, to which Partab Singh also belonged; and the succession of

\* Malcolm's "Malwa," No. 7 of Schedule No. I and Nos. 18 and 45 of Schedule No. III



procured from Dhar the cession of the tribute of Ali-Rajpur at the time when Dhar made over Baisia to British management,\* and agreed to pay Dhar the sum of Rs. 10,000 a year in lieu of the tribute claimed by Dhar from Ali-Rajpur.

The sum collected from the Ali-Rajpur State by the British Government is Rs. 11,000 a year, of which Rs. 10,000 are paid to Dhar, and the remaining Rs. 1,000, subsequently reduced to Rs. 250, are paid as a contribution to a police fund. This fund was subsequently abolished. The tribute having been alienated from Dhar, all supremacy of that State as regards Ali-Rajpur ceased.

Jaswant Singh died on the 17th March 1862, leaving a will by which he divided the State between his two sons. It was a question whether this partition should be admitted. The neighbouring Chiefs were consulted by the Political Agent, and it was at last decided by the British Government that the will should be set aside, and that Gangadeo, the elder son, should be recognized as heir to the Chiefship, subject to a provision in land for his younger brother. On the succession of Gangadeo a dress of honour was conferred on him by the British Government, and a nazarana of Rs. 1,500 was taken.

The incompetency of Gangadeo, and the anarchy which had prevailed since he was entrusted with power, compelled the British Government in 1869 to depose him and take the State under management. Muhammad Najaf Khan was appointed superintendent, and Rupdeo, the Chief's younger brother, was associated with him in the administration in view to his being properly trained for the duties which would ultimately devolve upon him as Chief. The allowance of the deposed Chief was fixed at Rs. 1,000 a month. The presence of Kazi Abdur Rauf, the former minister, was considered objectionable, and he was directed to leave the country. To assist in liquidating the various pressing claims on the State, the debts of which amounted to about Rs. 1,40,000, a loan of Rs. 20,000, repayable in two years, was granted.

Gangadeo, whose excesses had rendered him imbecile for several months previous to his death, died in March 1871. His younger brother, Rupdeo, was recognized as his successor, but it was decided to make no change in the management of affairs, under which the State had been freed from debt, until the Chief should prove himself capable of administering the State. Rana Rupdeo was entrusted tentatively with the management of affairs in 1873, on the understanding that his continuance in power would

## No. CCXXXII.

TRANSLATION of an ENGAGEMENT between BHIM SING, RAJAH of JHABUA, and KUAR PERTAB SING, bearing the signature of CAPTAIN PRINGLE and countersigned by G. WELLESLEY, ESQ., Resident,—1821.

The following settlement was concluded between the Maharaja Bheem Sing and the Kuar Pertab Sing at Jhabooa on the 22nd August 1821, *viz.*, that the Maharaja Bheem Sing shall make over to his son Pertab Sing the charge of the concerns of the country, together with sayer duties and pergunnahs and executive authority according to the following detail :—

The talooka of Jhabooa.

" " Thandla.

" " Rajla.

" " Pillawud.

Kalia Pital.

Bhet Umraos, or the contributions of the nobles.

As aforesaid, the whole of the talookas, including Bhet Umraos, is made over to Kuar Sahib as well as Sebundees, Mutasaddes, servants, &c.

The Maharaja retains in personal charge three talookas over and above the village of Kardawud of which he is to receive possession at the expiration of twelve months,—the talooka of Ranapoor, the talooka of Kanas, talooka of Bhagor; the kamdar of these villages to be nominated by the Rajah and to be under his control and obey his orders. The Kuar to attend to the Rajah's desires with respect to the talookas reserved by the Rajah and not to exercise direct authority in the Rajah's talookas. The Kuar is not to raise questions with regard to villages given to Paswanjee and Bapoo Lachmun, Motijee, Salim Sing, &c. The above to be adhered to, and any neglect on either the Rajah or the Kuar's side will be known to the Circar (meaning British Government) who will make on the occasion what arrangements it deems most proper. The above is conclusive.

Signed by RAJA BHEEM SING

and

KUAR PERTAB SING.

(Sd.) J. PRINGLE,  
*Bt. Captain.*

(Confirmed.)

(Sd.) GERALD WELLESLEY,  
*Resident.*

INDORE;

*The 27th September 1821.*

Partab Singh, of Sondwa, cousin of the late Chief, was selected in 1891 by the Government of India to succeed him. At the same time it was intimated that as there were no heirs, direct or adopted, the State had again become liable to be treated as an escheat, as when the late Rana Bijai Singh was selected; and that Partab Singh succeeded in virtue of his selection by the Government of India, and not as a consequence of any relationship, natural or artificial, to the late Chief. A claim to the Chiefship which was advanced by the Jharampur family on this occasion was rejected. As a matter of grace, and out of consideration for the financial embarrassments of the State, the Government of India consented to waive the payment of nazarana on this succession. Partab Singh, who was born in 1878, was formally installed in March 1892. During his minority the State was managed by a kamdar under the supervision of the Political Agent. The Chief was granted administrative powers in January 1904 subject to certain restrictions.

Transit duties on cotton were abolished some years ago by the Chief of Ali-Rajpur. On the occasion of the Jubilee of the Queen-Empress in 1887 all transit duties throughout the State were remitted.

In 1864 the Chief engaged (No. CCXXXV) to give, with full jurisdiction, any lands which might be required for the construction of a railway.

The State of Ali-Rajpur, like Jhabua, contributes Rs. 1,474-3-2 a year towards the cost of the Malwa Bhil Corps. This was arranged in 1868.

The area of Ali-Rajpur is 836 square miles; the population, according to the census of 1901, is 50,185; and the revenue is about Rs. 1,00,000. The military force, including irregulars, consists (1905) of 13 cavalry, 186 armed police, and 4 guns classed as serviceable.

The State is liable to the operation of the nazarana rules. The Chief receives a salute of 9 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

### 3. BARWANI.

The Ranas of this State are Sisodiya Rajputs of the Udaipur family, who separated from the parent stock about the fourteenth century. From the beginning of the eighteenth century the power of the Ranas of Barwani gradually declined; their country, originally of considerable extent and situated between the Narbada and the Tapti, was devastated by the Marathas, and at length only a strip of the Satpura range, 80 miles in length, with the lowlands on either side, remained to them. They did not,

me; and that without the orders of the Honourable Company, I will on no account maintain any intercourse with other Rajahs.

I have therefore subscribed to the above Articles of Agreement in order that it may remain binding for the future.

*Written on the 9th of Suffur of the year 1234 of the Hijra, corresponding with 8th December, A. D. 1818.*

Scaled by MOSAFIR.

### No. CCXXXV.

TRANSLATION of a LETTER from MAHARANA GUNGADROJEE, CHIEF of ALI RAJPORE, to MAJOR CUMMING, British AGENT, dated 28th April 1864, No. 162.

Your letter No. 291, dated 10th March last, calling for an engagement of six Articles in connection with the proposed extension of the railway from Baroda to Indore being received, the following is the substance thereof:—

1.—Any extent of land required for the railway workshops, bungalows, &c., will be given by the Darbar free of all charge in the same manner as has been given by the British Government.

2.—The British Government will have full jurisdiction over all lands which may be necessary for the railway and its buildings.

3.—Any disputes occurring between persons ~~residing within the limits of the railway~~ and the subjects of the Darbar shall be decided by the British Government.

4.—All persons residing within ~~the limits of the railway~~ subjects of the Darbar or of the British Government shall be under the jurisdiction of the railway or British Government.

5.—The Darbar is answerable for ~~any damage done to~~ or other property falling within the limits of the railway or its territory.

6.—All through traffic by the railway ~~shall be free of all~~ goods arriving at the railway ~~shall be free of all~~ the railroad within the Darbar ~~shall be free of all~~ hereafter fixed by you.

The above six Articles ~~shall be binding on my successors~~ tion to generation.

Signature of the Chief

Signature of the Agent

The State pays no tribute to, and receives no allowances from, the Government of India. It, however, pays Halli Rupees 4,000 a year (British Rupees 3,931 3-3) towards the cost of the Malwa Bhil Corps. This was settled in 1865. The military force of Barwani consists (1905) of 27 cavalry, 271 armed police, and 13 guns, of which 11 are classed as unserviceable. The State is liable to the operation of the nazaran rules. The Rana receives a salute of 9 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

#### 4. JOBAT.

The Jobat family are Rathor Rajputs, being an offshoot of the Ali-Rajput family. Rana Ranjit Singh died in 1874, when the succession of his son, Sarup Singh, a minor, was recognised by the Government of India. During the minority the Estate remained under management, and it was intended to place the young Chief in charge of it as soon as he showed himself qualified. An Agreement (No. CCXXXVI) was made in 1864 by Rana Ranjit Singh to cede such land as might be required for a railway passing through his territories. All transit duties, including those on cotton, have been abolished in the Estate.

Sarup Singh died in 1897, after a brief exercise of modified powers, and the succession of his son, Indrajit Singh, who was born on the 6th March 1889, was recognised by the Government of India. The administration of the State has since been carried on by a superintendent under the direct orders of the Political Agent. The area of Jobat is 140 square miles; the population, according to the census of 1901, is 9,443; and the revenue is about Rs. 21,000. The Estate maintains 5 cavalry, and 45 police men. Nazarana is taken on succession.

#### 5. KATHIWARA.

On the death of Thakur Zorawar Singh in 1865 he was succeeded by his brother, Bahadur Singh, with the consent of the Government of India. Bahadur Singh died in June 1903, and the Government of India recognised the succession of Onkar Singh, grandson of the late Thakur. Onkar Singh was born in 1892. The Estate is under the superintendence of the Agency.

*Answer.*—Yes, but it would be better if a tariff for each article be fixed. You say that you will address me on the subject, and I beg that when doing so, you will take my State and its resources into consideration, and do as you think best.

Mouza	Mooltan	.	.	.	.	.	.	.	.	.
"	Jwass	.	.	.	.	.	.	.	.	.
"	Silodia	.	.	.	.	.	.	.	.	.
"	Rithoria	.	.	.	.	.	.	.	.	.
"	Derkha	.	.	.	.	.	.	.	.	.
"	Chundwara Bozurg	.	.	.	.	.	.	.	.	.
"	Begundabaka	.	.	.	.	.	.	.	.	.
"	Talgura	.	.	.	.	.	.	.	.	.
"	Kheta Julud	.	.	.	.	.	.	.	.	.
"	Ralayat	.	.	.	.	.	.	.	.	.
"	Curunpoora	.	.	.	.	.	.	.	.	.
"	Jar Kheri	.	.	.	.	.	.	.	.	.
"	Nar Kheri	.	.	.	.	.	.	.	.	.
"	Zabree	.	.	.	.	.	.	.	.	.
"	Bordee	.	.	.	.	.	.	.	.	.
"	Dolana	.	.	.	.	.	.	.	.	.
"	Karoda	.	.	.	.	.	.	.	.	.
"	Samloa	.	.	.	.	.	.	.	.	.
"	Calola	.	.	.	.	.	.	.	.	.
"	Chungara	.	.	.	.	.	.	.	.	.
"	Ghawun Bozurg	.	.	.	.	.	.	.	.	.
"	Leelee Kheree	.	.	.	.	.	.	.	.	.
"	Julud Sanjar	.	.	.	.	.	.	.	.	.
"	Saudla	.	.	.	.	.	.	.	.	.
"	Bhoour	.	.	.	.	.	.	.	.	.
"	Kheema Kheree	.	.	.	.	.	.	.	.	.
"	Roopa Kheri	.	.	.	.	.	.	.	.	.
"	Bheempcoora	.	.	.	.	.	.	.	.	.
"	Borda	.	.	.	.	.	.	.	.	.

## 8. MULLTHAN.\*

Thakur Sawai Singh died in 1849, and was succeeded by his son, Dalpat Singh, who died in 1900 without leaving any heirs, natural or adopted. Kunwar Bharat Singh, the younger son of the Raja of Sailana, who was born in 1893, was eventually adopted by the Dowager Thakurani of Mullthan and was selected by the Government of India as the successor of the late Thakur. During the minority of Bharat Singh the Estate is under the superintendence of the Agency.

The Thakur pays to the Dhar State Hali Rupees 18,044 under a Settlement (No. CCXXXVII) made in 1818. The payment is made direct to the Dhar State, and is not subject to any deductions. The Thakur holds no villages except those mentioned in his sanad. He makes his reports of crime to the Dhar.

The Dhar Darbar have conferred on the Thakurate specified civil and criminal jurisdiction within its own borders.

The area of Mullthan is 91 square miles; the population, according to the census of 1901, 7,644; and the revenue about Rs. 60,000. The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

## 9. KACHHI BARODA.†

On 14th December 1818, a Settlement (No. CCXXXVIII) was made by Sir John Malcolm with Bhagwant Singh of Kachhi Baroda, by which the Thakur received sixteen villages, subject to an annual payment of Rs. 9,459 to Dhar, and engaged to be responsible for the peace of the villages. The Thakur died in 1856 without direct heirs. The matter was not reported to the Government of India, but under instructions from Sir R. Hamilton, then Agent to the Governor-General at Indore, the Dhar State was informed that as the Thakurate had become vacant, the guarantee of the British Government was at an end. The widow of Bhagwant Singh, however, adopted Dalel Singh and the adoption was confirmed by the Dhar State.

When the case came under the notice of Government in 1864, it was decided that the abolition of the guarantee was contrary to the policy and previous practice of the British Government. The guarantee was therefore restored. The relations of the Thakur to the Dhar State are precisely the same as those of the Chief of Mullthan.

\* Malcolm's "Malwa," No. 1 of Schedule No. III.  
† Malcolm's "Malwa," No. 9 of Schedule No. I.

# No. CCXXXVIII.

TRANSLATION of the KUBOOLYUT given by BHUGWUNT SING of KACHEE BARODA to RAMCHUNDER RAO PUAR SAHIB, dated DHAR,—1818.

I, Bhugwunt Sing of Kachee Baroda, hereby state that the amount of tankha on account of my old villages has been settled through Sir John Malcolm.

The villages are as follows :—

1	Kachee Baroda.
1	Mouza Dhamnia.
1	„ Galowda.
1	„ Bamanda Boozrook.
1	„ Seetia.
1	„ Kishonpoora.
1	„ Mya Kheree.
1	„ Bhoyia Kheree.
1	„ Khyrwass.

9 villages. Carried over 9.

9 Brought forward.

1	Mouza Kunkraj.
1	„ Chyn Khoord.
1	„ Gopul Kheree.
1	„ Wurgaree.
1	„ Kullianpcora.
1	„ Kuttodia Boozrook.
1	„ Bhyrwarra.

16 Total villages sixteen.

The tribute to be paid on the above 16 villages amounts to Rupees 9,080 and on account of khasgee Rupees 379, total Rupees 9,459.

I agree to pay the above Rupees nine thousand four hundred and fifty-nine annually without demur, and in the event of my failing to do so, I will make over these villages until the amount of tankha is liquidated; I hold myself responsible for any matters of dispute there may arise between any of Cirkar's villages and myself or relatives. I will regularly pay the tankha and will not mix myself up in any matters of dispute with the other Kangras or Koledewalas; I will receive my jeeratee land after the due presentation of the documents, and will furnish "fur funnasas" (trifling Government dues, such as wood, grass) as heretofore; I will allow no one who has incurred the displeasure of the State to live in my elaka, and I will surrender the villages that are held by me in izarah.

The instalments of the annual payments to be made are as follows :—

1st Kartick Soodee	.	.	.	.	.	Rupees 1,181
10th Poos Soodee	.	.	.	.	.	„ 3,551
15th Cheyt Soodee	.	.	.	.	.	„ 2,365
15th Bysack Soodee	.	.	.	.	.	„ 2,362

Total Rupees . 9,459

For the payment of this tankha I will give soucar's security yearly.

Dated Poos Bcodee 1st, Summut 1875.

(Sd.) BHUGWUNT SING.



Sardar Singh, who was born in 1868, was sanctioned by the Government of India.

The Thakur claimed that the villages of Bhat Bamanda and Barodia, which are mentioned in his Sanad (No. CCXXXIX), but which have long been in the possession of Kachhi Baroda, should be restored to him. Government decided not to admit the claim because Kachhi Baroda had been in uninterrupted possession of these villages for over a hundred years.

The area of the Bakhtgarh Estate is 65 square miles; the population, according to the census of 1901, is 6,774; and the revenue is about Rs. 60,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

#### 11 BHAI SOLA or DOTRIA.

Under a Settlement (No. CCXLI) made in 1818, Thakur Chandra Singh engaged to pay annually Rs. 2,501 to Dhar. Chandra Singh was succeeded in 1839 by his brother, Hamir Singh, and Hamir Singh, in 1842, by his adopted nephew, Bhim Singh. The latter died in 1892, and was succeeded by his minor son, Onkar Singh, who was born in 1886.

The relations of this Thakurate to Dhar are the same as those of Multan. The Thakur holds from Gwalior the village of Pittanda on istamarati tenure (unguaranteed).

The area of Bhaisola is 16 square miles; the population, according to the census of 1901, is 3,040; and the revenue is about Rs. 12,000. The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefs.

Besides the above 32 villages the following villages are inam :—

Mouza Bamunsookh . . . . .	1
Buroday Khord . . . . .	1
Punchuck Wasa . . . . .	1
	<hr/>
	3
	<hr/>

The total number of inam villages is three.

The above 35 villages having been settled with me, the following amount of revenue has been fixed :—

On 32 villages . . . . .	Halee Rupees 15,794
Ditto      payment to Khasgee . . . . .	708
	<hr/>
	Halee Rupees 16,502
	<hr/>

I will pay every year the sum of Rupees 16,502, being the amount of revenue. In default of the payment I will give up the villages to the Circar. Besides this, should my relations object to the making over of the villages to the Circar, I will be held responsible for such objection, and in giving them up I will act fairly. I will not join the Kotriwala Rangars. All the documents connected with the cultivated lands of the villages shall be shown to the Circar. I will execute the usual orders of the Circar as I have hitherto done. I will not give refuge in the villages to any enemy of the Circar. If there be any farmed villages in the talooka, I will relinquish them, but I will hold possession of such villages as appertain to my zemindaree.

(Sd.) MUNDLOI PIRTHEE SING.

*Dated 1st Poos Boodee 1875 Sumbut.*

*Revenue to be paid in the following instalments :—*

On 1st Kartick Soodee . . . . .	Rupees 2,064-0
„ 10th Poos Soodee . . . . .	„ 6,187-8
„ 15 Cheyt Soodee . . . . .	„ 4,125-0
„ 15th Bysack Soodee . . . . .	„ 4,125-8
	<hr/>
	Rupees 16,502-0
	<hr/>

I will pay the above sum of Rupees 16,502 according to stipulation.

No. CCXL.

SETTLEMENT between the THAKOORS of BUKHTGURH and  
KACHEE BARODA.

Whereas there has been a dispute between the Rajah Bhugwunt Sing of Kachee Baroda and the Thakoor Pirthee Sing of Bukhtgurb Mundloi of

## NO. CCXXXIII.

TRANSLATION of an ENGAGEMENT entered into by MAHARAJ SREE GOPAUL SING of JHABUA, dated 21st April 1864, No. 11.

1.—All such land as may be necessary for the railroad, workshops, buildings, and bungalows, &c., will be given gratis.

2.—The British Government to exercise full sovereignty over such lands as may be given for the railroad and the buildings thereof.

3.—Any manner of dispute arising between the people connected with the railway and the subjects of the Darbar to be decided before the Political Officer.

4.—All persons residing within the railway limits, whether subjects of the British Government or of the Darbar, to be under the jurisdiction of the railway or Government officials.

5.—Should any loss accrue to any person by the construction of the railway within the Darbar territory, either by the destruction of any building or the occupation of any land, or by any other means within railway limits, the Darbar will be answerable for it.

6.—All through traffic by the rail will be free of duty, but goods arriving at the railway through the Darbar territory or leaving the railway within the Darbar territory will be liable to payment of duty to the Darbar.

The above engagement of six Articles will be binding on my successors from generation to generation.

(SD.) GOPAUL SING,  
*Maharaj, Darbar Jhabua.*

## NO. CCXXXIV.

TRANSLATION of an ENGAGEMENT entered into by MOSAFIR JEMADAR of MEKRANEES, with the HONOURABLE COM-  
PANY,—1818.

I, Mosafir, Jemadar of Mekranes, engage that I will not, as long as I am at Rajpore in the service of the Rajah of Allee, keep with me, in my service, more than 50 Mekraanee sepahes; that Bhabra shall be given up to Kesree Sing; and that in exchange for the fixed sum of Rupees 20,000 tribute to Dhar, the exact amount of the taxes of the Raj of Allee as collected by me shall be given up to the Government of Dhar; that the charge of keeping the road through the Raj of Allee free from the danger of plunderers belongs to

to be punctually paid in four instalments, *viz.* :—

On 1st Soodee of Kartick	2 annas	portion of the revenue.
„ 10th Soodee of Poos	6	„ „ „
„ 15th Soodee of Cheyt	4	„ „ „
„ 15th Soodee of Bysack	4	„ „ „
	<hr/>	
Rupee	1	
	<hr/>	

and the last mentioned sum of Rupees 2,501 has been fixed as the full amount of revenue to be paid every year from 1878 Sumbut : therefore I will without objection continue to discharge the revenue and pay other usual dues of the Circar as I have hitherto done. I will not, by intrigue with any individual, fail to pay the said revenue. I will make over to the officials of the Circar the rent fixed for my village of Solance and Baisola, making good the deficiency, if any. If there is any excess, I will take it.

After expiration of four years I will give a banker as security for my punctual payment of the revenue. I will pay without fail every year from 1878 Sumbut the sum of Rupees 2,501, being the full amount of revenue, and I will take the Khoont and Naka dues as usual.

This engagement between Bapoo Rughoonath on the part of the Rajah of Dhar and Chunder Sing, Thakoor of Dhotra, was concluded through my mediation at Mooltan on the 28th of December 1818.

(Sd.) JOHN MALCOLM, *Brigadier-General*.

## NO. CCXXXVI.

TRANSLATION of a LETTER from RANA RANJIT SING, Chief of Jobat and his mother MAJEE SAHEB GUNGA SAROOP SREE JET KUAR BAH, to MAJOR CUMMING, BHEEL AGENT, dated Chet Sudi 10th, Sambat 1920 (16th April 1864). No. 89.

Your letter No. 396 has been received desiring that the terms of the second Article of the engagement which ceded "full authority" should be changed into one giving "full sovereignty," and that the condition of the engagement being binding on the succeeding generations might be added. In accordance therewith the following six Articles, with answers, are appended:—

1. It is proper that as much land as is required for the railway, work-shops, houses, &c., be given free of all charge in the same manner as is given by the British Government.

*Answer.*—Any demand on this point consistent with the dimensions of our estate will meet with compliance.

2. The British Government to have full sovereignty over all lands required for the railway and its buildings, such condition being already agreed to by the Maharajahs - Guicowar, Rewah, &c.

*Answer.*—We also agree to this condition in compliance with your wish that we should do so.

3. You have written that any disputes arising between persons connected with the railway and those belonging to the Darbar territory should be decided before the Political Officer.

*Answer.*—This is correct.

4. You have written that all persons residing within the limits of the railway, whether subjects of the British Government or of the Darbar, will be amenable to the jurisdiction of the railway officer or to that of the British Government.

*Answer.*—This is correct.

5. The Darbar would profit much by the extension of the railroad into its territory, therefore should any one suffer loss owing to his house, land, &c., coming within railway limits, the Darbar should make it good.

*Answer.*—This is correct.

But shortly after the conclusion of this engagement the Chief entered into a new arrangement with Dhar (No. CCXLVI), without the knowledge of the British Government, for only one of the villages on a payment of Rs. 101. The guarantee is held still to extend to that portion of the original agreement that is still in force under the subsequent modified agreement.

By another Engagement (No. CCXLVII), mediated by Sir John Malcolm in 1821, the Bhumia receives Rs. 500 from the Dharampuri Kachahri in addition to Rs. 58 from the zamindars. In return he is held answerable for all robberies in the pargana.

In 1846 Sir R. Hamilton mediated for the Bhumia a confirmation of his hakks in Hasilpur (*vide* Engagement No. CCXLVIII) under which he now receives Rs. 50 yearly from that Kachahri, and has possession of bighas of irrigated land in Sihod, together with other dues in that village.

In 1869 the claims of Holkar and Dhar to the villages of Rajgarh and Dhal, which had been in the undisputed possession of the Bhumia of Rajgarh since the settlement of Malwa, were investigated, and it was decided by Government that the Bhumia should enjoy the same authority as he had hitherto exercised in the villages in question, subject only to the control of the Political Agent, Bhopawar, and without any interference on the part of Indore or Dhar. A Sanad (No. CCXLIX) was granted to the Bhumia in 1871 confirming him in the possession of these villages.

The Bhumia was dispossessed of his villages held under the Indore Darbar (Hilabawar and Bhedlia with their hamlets) in 1860. The Indore Darbar had for many years contested his right to their possession, and it was only in 1887 that he was again put in possession of them on the same terms as he enjoyed from Dhar in the corresponding village of Jamanjheri.

The original tankhadars were Mohan Singh and his son, Fateh Singh. Hathi Singh succeeded his father, Fateh Singh, and Chain Singh succeeded his brother, Hathi Singh, in 1864. Chain Singh died in 1899, and was succeeded by his eldest son, Ratan Singh, who was born in 1871. He is tenth in descent from Tantaji who first settled in Rajgarh.

The area of Rajgarh is 20 square miles ; the population, according to the census of 1901, is 682 ; and the revenue is about Rs. 5,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

amount of revenue is fixed to be paid, viz:—

[illegible]

I will pay every year to the Cirkar the sum of Halee Rupees 18,044; in default of payment I will give up the villages to the Cirkar.

Should my relatives do any mischief in any of the Cirkar villages, I will be held responsible. I will act fairly in paying the tribute.

I will not join the Kotrcwala Rangars. All the documents connected

with the cultivated lands of the villages shall be shown to the Government for articles) as I have hitherto done. I will not give refuge in the (demand for articles) of the Cirkar. If there be any farmed villages in the villages to any enemy of the Cirkar. I will not give refuge in the

(S.D.) SEWAI SING.

Revenue to be paid in the following instalments, viz:—

On the 1st Kartik Sudi	•	•	•	•	•	•	Rupees 2,257
" 10th Pus Sudi	•	•	•	•	•	•	" 6,766
" 15th Chait Sudi	•	•	•	•	•	•	" 4,511
" 15th Bysakh Sudi	•	•	•	•	•	•	" 4,510
							Rupees 18,044

I will give a security for the regular payment of the revenue according to the instalments.

Dated ist Puss Badi 1875 Sambat.

This engagement between Bapoo Raghunath, Dewan of the Rajah of Dhar, and Sewai Sing, Rajah of Mooltan, in the Pergunnah of Badnawar, was concluded through my mediation at Amjhera on the 14th December 1818.

(Sd.) JOHN MALCOLM,  
Brigadier-General.

Mohan Singh being a minor, the Estate is under the management of the Agency.

The area of Kothide is 10 square miles ; the population, according to the census of 1901, is 328 ; and the revenue is about Rs. 1,400.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 5. BHARUDPURA.\*

Two engagements were mediated with the Dhar State by Sir John Malcolm on behalf of Manrup Singh, Bhumia of Bharudpura. By the first Engagement (No. CCLI) he was to receive Rs. 500 annually from the Dharampuri pargana, and was answerable for all robberies between the Manand Karam rivers. The second Engagement (No. CCLII) grant six villages in pargana Dharampuri in perpetuity on an annual payment of Rs. 525, and one village on an annual payment of Rs. 201 ; but by a subsequent agreement between the Bhumia and the Dhar State, without the mediation of the British Government, the Chief pays now only Rs. 327 for three villages, the rest having been giving up. The guarantee is held still to extend to that portion of the original settlement that is still in force by the terms of the subsequent modified engagement.

The Bhumia also holds the village of Kunripura in Mandu in perpetuity, paying Rs. 50 a year, and in return holds himself responsible for all robberies in the village, and is liable to render military service (*vide* Engagement No. CCLIII).

Bhumia Udai Singh, like the Kothide Bhumia, was also a descendant of Jujhar Singh of Garhi, and was the grandson of Manrup Singh, for whom Sir John Malcolm mediated engagements. Udai Singh died in 1893, and was succeeded by his eldest son, Sawai Singh, who died in 1895. On his death the Government of India recognised the succession of his son, Mogat Singh, who was born in 1893. The Estate is under management owing to the minority of the Bhumia.

The area of Bharudpura is 22 square miles ; the population, according to the census of 1901, is 1,259 ; and the revenue is about Rs. 6,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

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\* Malcolm's "Malwa." No. 6 of Schedule No. III.



This engagement between Ropoo Rughoonath, Dewan of the Rajah of Jhar, and Bhagwant Sing, Rajah of Kachee Baroda, in the pergunnah of Rudhwan, was concluded under my mediation at Amjherra on the 14th December 1818.

(Sd.) JOHN MALCOLM, Brigadier-General.

Agreed to by Dewan Bapoo Rughnath.

No. CCXXXIX.

TRANSLATION of an ENGAGEMENT executed by MUNDLOI  
 PARTHEE SING JEE of PITGHURA BUKHITGURN in  
 PEGUNAH BUDNAWUR, to RAMCHUNDER RAO PUAR.

The revenue on my talooka has been settled through the mediation of Major-General Sir John Malcolm.

—: Երբորդի օրը յո Տօնարիւն օրը յոն Տոնարիւն օրը.

[illegible]

Two Engagements (No. CCLV) were also mediated between Sindhia on the one hand and Nadir Singh and his son, Bhiman Singh, on the other. The first engagement granted in perpetuity to Nadir Singh four villages in Dikthan on payment of Rs. 251 annually. The second granted the village of Kanjrod to Bhiman Singh on payment of Rs. 401 a year.

An Engagement (No. CCLVIII and note to CCLI) was also mediated between Bhiman Singh and the Dhar State, under which he received Rs. 65 from the Dharampuri district on condition of being responsible for robberies. He also received (No. CCLV) the village of Dabir in Dharampuri on a quit-rent of Rs. 150.

In 1868 an enquiry was made into the claims of Sindhia, Holkar and Dhar to some of the 47 hamlets or "paras" held by the Bhumia of Jamnia, independently of the lands guaranteed to him by Sir John Malcolm, and over which Nadir Singh and his successors had exercised a *quasi*-independent jurisdiction ever since the settlement of Malwa. Looking to the length of time which had elapsed, and to the inconclusive and doubtful nature of much of the documentary evidence that had been adduced in support of these claims, Government decided to maintain the existing arrangements and to continue to the Bhumia the exercise of jurisdiction within the 47 "paras," subject only to the control of the Political Agent and without interference on the part of the authorities of the adjoining States. A Sanad (No. CCLIX) was subsequently (in 1871) granted to the Bhumia confirming him in the possession of the 47 hamlets. An appeal against this decision was preferred by Holkar, but Government declined to re-open the case.

Bhiman Singh was succeeded by his son, Moti Singh, and the latter in 1863 by the present Bhumia, Hamir Singh, who was born in 1846.

The area of the Estate is 40 square miles; the population, according to the census of 1901, is 2,877; and the revenue is about Rs. 24,000.

The Bhumiat is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

### 8. MOTA BARKHERA.\*

This Chief has relations both with Dhar and Sindhia which were settled by Sir John Malcolm in 1820. By the settlement with Dhar (No. CCLX) the Bhumia was to hold in the pargana of Dharampuri seven villages on a payment of Rs. 1,526 yearly; in the pargana of Nalchha three villages on a perpetual rent of Rs. 201; and in the pargana of Jahangirpur one village in perpetuity on payment of Rs. 61 annually. He was to be

\* Malcolm's "Malwa," Nos. 8 and 14 of Schedule No. III.

Budhawar relative to his zemindari rights and the village of Dhangee Kheree and the produce of some cultivated land at the village of Doodwall, the Rajah Bhugwant Sing not having paid the dues for the space of forty years and continuing not to pay them, and having a jaghire grant of the village of Dhangee Kheree on which a tankha of Rs 375 annually was established in favour of Mundloi, and which he (the Rajah Bhugwant Sing) paid according to the *hurbust* or annual usage of assessment of the pergannah, I have on enquiry found that according to this method of proceeding the dispute will never be terminated; and therefore to settle the difference, the Rajah Bhugwant Sing of Kachee Baroda shall pay a tankha for the village of Dhangee Kheree from the beginning of the year Sumbut 1875, which shall be fixed at Ogein Rs 694 annually including mall abwabs and extra charges, and shall pay Ogein Rs 250 yearly on account of the produce of the 250 beegahs of cultivated ground of the village of Doodwall; total Ogein Rs 944 shall be paid annually by the aforesaid Rajah to the aforesaid Mundloi and no excuse or evasion shall be made. If the aforesaid Rajah or his heirs shall make any evasion or raise difficulties in paying the sum on account of the village and the produce of the cultivated ground to the Mundloi or his issue, from that time the village and the portion of ground shall be taken out of the hands of the Rajah and given to the Mundloi, and the Rajah shall have no further claim upon the village or the ground.

*Dated 15th October 1819, corresponding with 24th of Zilhij 1234 Hijree or 11th Kartick Boodee Sumbut 1876.*

This agreement was concluded through my mediation this 11th October 1819.

(Sd.) JOHN MALCOLM, *Brigadier-General*.

## NO. CCXLI.

TRANSLATION of an ENGAGEMENT by CHUNDER SINGH of Talookas Baisola and Dhotra to RAMCHUNDER RAO PUAR, dated 14th Boodee of Poos 1875.

Whereas the following nine villages which I have held from of old, *viz.*, Baisola, Solanee, Chera Khanum, Samalakhero, Bukhtpoora, Dhotra Parasoodha with its paras Theelhee, Khurdo and Tajpoora, have been assessed through Sir John Malcolm with the progressive rent as follows:—

For the Sumbut year 1875	1875	1876	1877	1878						
Ruppees	1,701	2,001	2,201	2,501	1,701	2,001	2,201	2,501		

Barkhera. The Bhil " para " of Shikarpura (one of the fifteen " paras " held jointly from Dhar by Mota and Chhota Barkhera through Sir John Malcolm's mediation) was also awarded to Chain Singh, who became responsible for the yearly payment of Rs. 2 per plough to the Darbar, and also for the payment of zamindars' haks. Two hundred and fifty bighas of cultivated land in two villages of Mota Barkhera were also granted rent-free to the Bhumia, and Rs. 14 yearly on account of bhet in seven villages.

#### 9. CHHOTA BARKHERA. \*

The original Settlement (No. CCLXV) of Chhota Barkhera was effected by Sir John Malcolm in 1820. The Bhumia holds two villages in inam ; and he was to have one village on payment of Hali Rupees 752 to commence after seven years. By mutual agreement between the Bhumia and the Dhar State in 1822, without the knowledge of the British Government, the arrangement was altered, and Rs. 151 only are now paid for four villages, the others having been given up. In the original sanad the Bhumia was also made answerable, jointly with the Bhumia of Mota Barkhera under penalty of forfeiture of his villages, for robberies in fifteen villages. The guarantee is held still to extend to that portion of the original settlement that is still in force under the subsequent modified engagement. The Bhumia has no power to reduce the tankha. He furnishes reports of crime to Dhar.

The late Bhumia, Mogat Singh, was the great-grandson of Prithi Singh, who was sixth in descent from Tanaji, the original settler in Barkhera. He succeeded in 1889, with the consent of the Government of India, on the death of his father, Moti Singh. Mogat Singh died in March 1904, and was succeeded by his eldest son, Bherun Singh, who was born in 1889. The Estate is under the management of the Agency.

The area of this holding is 23 square miles ; the population, according to the census of 1901, is 1,929 ; and the revenue is about Rs. 5,000.

The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

#### 10. NIMKHERA. †

Under a Settlement (No. CCLXVI) effected by Sir John Malcolm, the Bhumia holds the village of Tirla in hereditary succession, paying annually Hali Rupees 500 tankha, and is answerable for all robberies between Dhar and Sultanpur under penalty of forfeiture of the village. His tribute is paid

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\*Malcolm's "Malwa," No 5 of Schedule No. III.

†Malcolm's "Malwa," No. 4 of Schedule No. III.

### (III) GUARANTEED BHUMIAS IN THE BHOPAWAR AGENCY.

There are altogether ten guaranteed Bhumias (alluvial proprietors) in this Agency.

#### 1. KALI BAORI.

Two engagements were mediated by Sir John Malcolm between this Bhumia and the Dhar State. By the one mediated in 1821 (No. CCXLI), the Bhumia receives Halli Rupees 1,377 as well as Rs. 123 zamindari from the pargana of Dharmpuri, in return for which he undertakes to guard the pargana and to be answerable for robberies. By the other (No. CCXLIII) he pays Halli Rupees 501 yearly in perpetuity to the Kamasdar of Dharmpuri in consideration of which he holds six villages, and is answerable for the prevention of robberies.

The payments are made direct by, and to, the Dhar State without deductions. Since 1845, the Chief has received annually Rs. 150 from Sindhia for the district of Bakaner (No. CCXLIV), and is answerable for robberies in 17 villages. The payment is made direct from Bakaner without deductions.

It also holds the village of Kherwa in nam. Bhumia Tej Singh died in 1874, and was succeeded by his son, Sher Singh, who was third in descent from Sawant Singh, for whom the original engagements were mediated by Sir John Malcolm. During the minority of Sher Singh the Estate was placed under the management of the Agency. The management was entrusted to Sher Singh in 1890. On his death, on the 27th March 1905, he was succeeded by his son, Bhagwant Singh, the present Bhumia, who was born on the 7th February 1887. The area of this holding is 12 square miles; the population, according to the census of 1901, is 1,646; and the revenue is about Rs. 6,000. The Thakurate is liable to the operation of the nazarana rules for guaranteed and mediatized Chieftships.

#### 2. RAJGARH.\*

By a Sanad (No. CCXLV) concluded in 1819 the Bhumia relinquished to out of 12 villages in the Dharmpuri pargana, which had been leased to him two years previously, and retained possession of the remaining two villages of Chandawar and Bhawania on a yearly payment of Rs. 302, and an agreement to keep the roads free from thieves, and to be answerable for all robberies.

No. CCXLII.

Kali Baori.

SANAD granted by RAM CHANDAR RAO PUAR, RAJA of DHAR, through his DEWAN BAPUJI RAGHUNATH PATEL SAWANT SING and his son PADAM SING of BARDIA, now residing in FATEHPURA, and approved by MAJOR-GENERAL SIR JOHN MALCOLM,—1821.

Shri Shankar.

SHRIMANT RAJESHRI RAM CHANDAR  
PUAR SAHEBJI VIDMAN RAJESHRI  
BAPUJI RAGHUNATHJI.

SHRIMANTI RAJESHRI MAJOR-  
GENERAL SIR JOHN MALCOLM  
SAHEB BAHADURJI.


 Seal.

Qararnamah Sirkarji rubru Huzurji taha Patel Sawant Sing wa Kuar Padam Sing Bardia, hal Fatehpura.

## TRANSLATION.

Formerly you used to collect from the villages attached to Killa Mandu in the Dharampuri Pargana, certain cesses, *viz.*, *Ghugri*, *Bhet*, *Rabta*, *Lagan-mandwa* and the other usual duties, and to levy directly from the Pargana and from traders Sayer duties in money at the Chowki of Baiganda and the Dol Chabutara on the high road. It has now been settled at Nalcha that a fixed amount will be paid to you through the Sirkar's kachery and you are no longer to levy duties from the people of the Pargana or from traders. Further, it is incumbent on you to come to an understanding with your relations, so that they may not complain to the Sirkar, and neither your own sepoys nor those of your relations are to go into the villages of the Pargana. You are to continue to receive the sum fixed by Government in lieu of cesses, and, with this exception, you have no other claim on the Pargana. If you make any claim, it will be considered void.

## 3. GARHI OR BHAISAKHO.\*

By the mediation of Sir John Malcolm in 1819, Barjor Singh and Hath Singh of Kothide were jointly granted by the Dhar Darbar six villages in the pargana of Dharmpuri, viz., Pipalda, Balwari, Lodhipura, Dudhi, Kailabao, and Bhodal. In return they were to be answerable for robberies committed by Bhils of their villages and were not to harbour robbers. Their claims on ten "paras" or hamlets were also recognised. Hath Singh, however, relinquished his claim on the villages; three were given up to the Dhar State and the remaining three, Pipalda, Balwari and Lodhipura, were granted on lease to Barjor Singh (No. CCL). The guarantee is held still to extend to that portion of the original agreement which is in force by the terms of the subsequent modified agreement.

The late Bhumia, Nahar Singh, was fourth in descent from Jujhar Singh, the first of the Rajgarh family who settled in Kothide. He was the son of Barjor Singh, who was included in Sir John Malcolm's settlement, and succeeded his brother, Lachhman Singh, in 1864. He died at the close of 1890, and was succeeded by Raghunath Singh, born in 1880, whose succession was sanctioned by the Government of India in February 1892. At the same time the status of Garhi as a guaranteed Bhumiat was affirmed.

The area of this Estate is 6 square miles; the population, according to the census of 1901, is 564; and the revenue is about Rs. 3,000. The Estate is liable to the operation of the nazarana rules for guaranteed and mediatized Chieftships.

## 4. KOTHIDE.

The Bhumia of Kothide is descended in a direct line from the eldest son of Jujhar Singh, the ancestor of the Bhumia of Garhi or Bhaissakhho (*vide supra*).

Bhumia Moti Singh was the grandson of Hath Singh of Garhi, mentioned in Sir John Malcolm's settlement. A reference to the account of Garhi will show that Hath Singh relinquished his claim on the villages which he held in Dharmpuri. The Bhumia is now in possession of the hamlets of Kothide, Malipura, Ambughati, Jhuria, Temria, and Bhaissakhho. Moti Singh died in June 1895, and was succeeded by his brother, Daulat Singh, who died in 1901. The Government of India recognised the succession of Daulat Singh's eldest son, Mohan Singh, who was born in 1886.

From this is to be deducted the following amount payable by the zemindars out of Inami villages and villages granted as charitable bequests :—

	Rs.	A.
Limola . . . . .	30	0
Khusrobad . . . . .	22	0
Khall Khurd . . . . .	26	0
Patlawad . . . . .	22	8
Jhakhwood . . . . .	22	8
	<hr/>	
		123
		<hr/>
		1,377
		<hr/>

Total one hundred and twenty-three Rupees, leaving Rs. 1,377 to be paid according to the following instalments :—

*1st.*—Sialu kist when the jowari is harvested.

*2nd.*—Unalu kist when the wheat is harvested.

*Dated 11th of Feth Sudi, Sambat 1878 (corresponding to 1821).*

(Endorsement.)

Concluded and dated 11th of Ramzan, San Isanne Ashrin Mayatain wa alif.

Seal.

Mediated and confirmed by me.

NALCHA ;  
*12th June 1821.*

Seal.

(Sd.) JOHN MALCOLM,  
*Major-General.*

No. CCXLIII.

TRANSLATION of a LEASE executed by RAMCHUNDER RAO PUAR through BUPOOJEE RUGHOONATH to SAWUNT SING POTAIL and his son PUDDUM SING of TEETEEPORE, Zillah Mandoo, and approved by GENERAL SIR JOHN MALCOLM.

Six villages in pergunnah Dhurrumpooree are hereby let in farm to you for seven years from the year 1227 or Sumbut 1876 to the year 1233 or



## 6. CHIKITIABAR.\*

The late Bhumia, Umed Singh, was a grandson of Manrup Singh of Bharudpura (*supra*) whose younger son, Amar Singh, was granted Chikitiabar and other lands by his brother, Bishan Singh, under the mediation of Captain Sandys in 1839 (CCLIV).

Umed Singh died in November 1903, and was succeeded by his eldest son, Kishen Singh, who was born in 1875. His succession was recognised by the Government of India.

The Bharudpura Bhumiat is responsible to the Dhar Darbar for the tankha payable on account of the village, and Chikitiabar enjoys no civil or criminal powers.

The area of the Estate is 2 square miles; the population, according to the census of 1901, is 283; and the revenue is about Rs. 825. Chikitiabar is liable to the operation of the nazarana rules for guaranteed and mediatized Chiefships.

## 7. JAMNIA.†

The Bhumia of Jamnia is descended from Nadir Singh, the principal freebooter in the western Vindhya at the time of the settlement of Malwa. Sir John Malcolm concluded an engagement with Nadir Singh, by which he was to receive from Holkar a tankha of Rs. 2,564, and to protect the country from Jam to Nalchha.

On Nadir's expulsion from Malwa, an engagement was made with his son, Bhiman Singh, on the 8th May 1820 (No. CCLV), guaranteeing to him from the Holkar State all the tankhas which his father received, and the Indore Darbar has furnished Parwanas (No. CCLVI), by which the Bhumia receives tankhas amounting to Rs. 2,505 from several districts. A lease (Nos. CCLV and CCLVII) of the village of Kheri is also held from Holkar at a rent of Rs. 701, from which an abatement of Rs. 150 is made for the protection of the Durjanpur pass. It has been decided by Government that the rights of the Bhumia of Jamnia in the village of Kheri, as secured by the mediation of Sir John Malcolm in 1820, were guaranteed in perpetuity.

\* NOTE.—This Estate was not included in the edition of 1876. Of the four Estates now omitted here, the first three are now under the administration of the Central Provinces Government. The last lapsed in 1867; and was made over to Holkar in 1868. It has since been held (1908) that Chikitiabar has been wrongly shown as separately guaranteed and that it is an integral part of the Bharudpura Estate.

† Malcolm's "Malwa," Nos. 4 and 5 of Schedule No. II, and Nos. 15, 16 and 22 of Schedule No. III.

If any cattle of the people or any other property be stolen you will be held responsible for it.

*List of your Bhil Paras.*

I	Mouza	Neeldah, Turvee Dheera.
I	"	Dhowlee Baori, Turvee Dhunna.
I	"	Khori Mauri, Turvee Mugla.
I	"	Ramgarh Pem-chand Deola.
I	"	Bheemanpore, Turvee Gotia.
I	"	Bahadurah, Turvee Ooda.

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6

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If any inhabitant of these six villages commit highway robbery, etc., you will be held responsible. You shall continue to pay to the Circar the revenue of these villages as heretofore ; you shall make such arrangements as may prevent the Bhils of the zillahs of Mohunpore, Neemkhera, Oomurkooa, etc., from committing thefts, etc.; if otherwise, you will be held responsible. The Circar will take the revenue of your villages at Rs. 3 per plough in per-gunnah Jehangirpore, and will send a Karkoon in order to inspect the villages. Dowlut Sing, son of Ubhoy Sing, has no claim on the Circar ; if he asserts his claim you will be answerable. You shall pay the revenue in the following three instalments, *viz.*:—

In the season of the	Mucca crop	.	.	5 annas of the revenue.
"	"	Jowar	.	6 " " "
"	"	Wheat and gram	.	5 " " "
				<hr/>
Rupee				1
				<hr/>

*Dated Camp,——Boodee of Maugh 1227 or Sumbut 1876.*

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*Endorsement in Marathi.*

This LEASE is executed by SAWUNT SING POTAIL and his son PUDDUM SING of TEETEEPORE, ZILLAH MANDOO, by RAMCHUNDER RAO PUAR, and approved by GENERAL SIR JOHN MALCOLM.

The Circar will respect your possession of your farmed villages according to the foregoing statement ; you shall continue to pay annually to the Circar Rupees 501, being the full amount of the revenue of your farmed villages in Pergunna Dhurrumporee, and also the fixed cesses on account of that pergunna. You shall serve the Circar in killa Mandoo, Naulcha, Dhar and Dhurrumporee, and make such arrangements as may prevent the commission of highway robbery, theft, etc. If you fail to do so, your villages will be resumed by the Circar,

answerable for robberies within his limits, under penalty of forfeiting his villages. The Bhumia now pays Rs. 866 only for three villages in Dharam-puri, four having been given back, and the payment having been reduced by agreement with the Dhar State without the knowledge or consent of the British Government. The guarantee, however, is held still to extend to that portion of the original settlement that is still in force under the subsequent modified engagement. The tankha is paid direct to Dhar without any deductions. The Bhumia furnishes reports of crime to the Dhar Darbar.

The original sanad of the settlement with Sindhia Nos. (CCLXI and CCLXII) was given to the present Bhumia's father, Hate Singh. By this sanad the Bhumia is to hold certain villages in the Sagor pargana in perpetuity, paying a revenue of Halli Rupees 1,503 besides dues, which raise the amount of his payments to Rs. 1,641. The tankha is paid direct without deductions. The Bhumia also holds (No. CCLXIII) in perpetuity five villages in Sindhia's pargana of Dikthan; for these villages he pays Rs. 1,403-8.

The late Bhumia, Bharat Singh, was the grandson of Fateh Singh, who was the grandson of Bakht Singh, fifth in descent from Tanaji, and the first of the family who came from Mandu and settled in Barkhera. He succeeded his father, Hate Singh. Bharat Singh died in 1896, and was succeeded by his adopted son, Daulat Singh, whose succession was recognised by the Government of India. Daulat Singh was born in 1874. In 1855 the Estate was, on account of its indebtedness, placed under the superintendence of the British authorities, and remained so for three years.

The area of the Estate is 44 square miles; the population, according to the census of 1901, is 6,027; and the revenue is about Rs. 25,000. The Bhumiat is liable to the operation of the nazarana rules for guaranteeed and mediatized Chiefships.

*Kathoria.*—The family of Kathoria is a recent offshoot of the Mota Barkhera family.

The present Bhumia, Kishor Singh, was born about 1872, and is third in descent from Chain Singh, the younger brother of Fateh Singh of Mota Barkhera. The gross revenue of the Estate is Rs. 2,000.

In 1834, owing to disputes between Chain Singh and the son of Fateh Singh, a Settlement (No. CCLXIV) was effected by Captain Sandys, under which the village of Kathoria (one of the villages held from Dikthan by Mota Barkhera through Sir John Malcolm's mediation) was awarded to Chain Singh in return for an annual payment of Rs. 361-8-0 to Mota

## No. CCXLV.

TRANSLATION of a DEED of RELINQUISHMENT executed to  
RAMCHUNDER RAO PUAR through BAPOOJEE RUGHOO-  
NATH by POTAIL MOHUN SING and his son FUTTEH  
SING of Rajgurh.

Whereas in 1876 Sumbut, I took from the Circar at the Mhow Canton-  
ment a lease of the following villages of pergunnas Dhurrumpooree and  
Naulcha in izara and peshcushee tenure, *viz.*—

Mouza Chundabutt in Tuppah Tarapore . . . . .	I
„ Gooljaree in Tuppah Tarapore . . . . .	I
„ Kuchwana in Tuppah Dole . . . . .	I
„ Oomra in Tuppah Tarapore . . . . .	I
„ Runada in Tuppah Tarapore . . . . .	I
„ Surjeepore in Tuppah Dole . . . . .	I
„ Bhawanu in Tuppah Khoojava . . . . .	I
„ Ekelra in Tuppah Khoojava . . . . .	I
„ Koota in Tuppah Khoojava . . . . .	I
„ Annopcora in Tuppah Khoojava . . . . .	I
„ Semralee in Tuppah Dole . . . . .	I
„ Jyetapore in Tuppah Khoojava . . . . .	I
	<hr/>
	12

But being unable to improve the above twelve villages for which I took  
a lease, and the time for which the progressive rent was due having expired,  
I have not been able to discharge the revenue. Therefore I represented the  
aforesaid circumstances to the cantonment at Naulcha, and I, of my own  
accord, relinquish the undermentioned villages :—

*Schedule of Villages.*

In Tuppah Tarapore . . . . .	{	Mouza Gooljaree . . . . .	I
		„ Runada . . . . .	I
		„ Oomra . . . . .	I
			<hr/>
			3
In Tuppah Khoojava . . . . .	{	Mouza Ekelra Khord . . . . .	I
		„ Jyetapore . . . . .	I
		„ Khoota . . . . .	I
		„ Annopoorra . . . . .	I
			<hr/>
			4
In Tuppah Tohbul . . . . .	{	Mouza Kuchwana . . . . .	I
		„ Surjeepore . . . . .	I
		„ Semralee . . . . .	I
			<hr/>
			3
			<hr/>
			10
			<hr/>

direct to Dhar, and no deductions are made from it. Criminal reports are also sent to the Dhar Darbar. The Bhumia further pays Rs. 60 as zamindari and dami bhet.

The original grantee was Sheo Singh, who was succeeded by his son, Bhima Singh, and he by his adopted son, Kanak Singh. In 1863, Government sanctioned the adoption by Kanak Singh of his cousin, Daryao Singh, as his successor in the event of failure of direct male heirs. Kanak Singh died in 1864 without issue, and Daryao Singh accordingly succeeded to the tankha. Daryao Singh died in 1894, and his eldest son, Indrajit Singh, who was born in 1888, succeeded him. No nazarana was levied, the succession being in the direct line.

The Bhumias of Nimkhera are Bhilalas by descent, and their ancestors, according to tradition, originally came from Marwar. They hold the Hindola pargana by prescriptive right without payment, and they also hold the village of Kuar in inam from the Jagir of Bag.

The area of this holding is 91 square miles; the population, according to the census of 1901, is 4,641; and the revenue is about Rs. 18,000.

The Estate is liable to the operation of the nazarana rules for guaranteeed and mediatized Chieftships.

I will of my own accord pay the aforesaid sum of Rupees 302 in three instalments.

(Sd.) POTAIL MOHUN SING

and his son FUTTEH SING of Rajgurh.

*Dated Naulcha Cantonment, 11th Jeth Soodee, 1878 Sumbut.*

(Sd.) JOHN MALCOLM, *Brigadier-General.*

### No. CCXLVI.

TRANSLATION of an ENGAGEMENT executed to RAMCHUNDER  
RAO PUAR through BAPOOJEE RUGHONATH by POTAIL  
MOHUN SING of Rajgurh.

Whereas the Circar has granted and I have willingly accepted a lease of the peshcushi village of Bhowania Bozurg attached to the talook of Khoojava, therefore I engage to pay in perpetuity the sum of Rupees 101, being the amount of rent year after year from 1231. Besides this, I will respect the rights of hakdars, zamindars, and inamdars, and separately pay the usual cesses such as dami, bhet, etc., according to the practice (rates) of the pergunnah. If any robbery takes place in the villages of the pergunnah Dhurrumpooree, or on the roads thereof, or between the Maun and Karoom rivers and in the low lands of Mandoo, I will be held responsible for it, and will produce the robbers. In failure thereof I will make good the loss. I will serve the Circar with fidelity, and improve the village. After the village has been improved I will continue to give the usual cesses.

*Dated 12th Jeth Badi 1880 Sumbut, San 1231, 26th of Ramjan.*

(Sd.) POTAIL MOHUN SING  
and his son FUTTEH SING of  
Rajgurh.

„ POTAIL SAWUNT SING  
of Mouza Burwai.

„ MURLOE SUMBHOO SING,

„ KANGOE ROOPCHUND,  
of Khoojava.

„ MURLOE BABRAJEE,

„ KULLYAN RAE CHOWDHEREE,  
Canoongoe of Naulcha.

„ CHINTAMUN CHOWDHEREE,  
Canoongoe of Naulcha.

„ HAVILDAR CHITTERJEE,  
a dependent of Bheeman Sing.

*Detail of agreed payments.*

Years.	Original fixed amount.	Annual increments.	Total.
1229 or 1878 Sambat	300	...	Rs. 300
1230 "	300	80	380
1231 "	380	80	460
1232 "	460	80	540
1233 "	540	80	620
1234 "	620	80	700
1235 "	700	80	780
1236 "	780	80	860
1237 "	860	80	940
1238 "	940	80	1,020
1239 "	1,020	80	1,100
1240 "	1,100	80	1,180
1241 "	1,180	80	1,260
1242 "	1,260	80	1,340
1243 "	1,340	37	1,377
1244 "	1,377	...	1,377
1878	300		Rs. 300
1879	300	80	380
1880	380	80	460
1881	460	80	540
1882	540	80	620
1883	620	80	700
1884	700	80	780
1885	780	80	860
1886	860	80	940
1887	940	80	1,020
1888	1,020	80	1,100
1889	1,100	80	1,180
1890	1,180	80	1,260
1891	1,260	80	1,340
1892	1,340	37	1,377
1893	1,377	...	1,377

The fixed amount of Rs. 1,377 is to be paid yearly. The aforesaid sum of Rs. 14,234 shall be paid according to the instalments fixed for each year. With this exception you have no other claims on the aforesaid Pargana situated between the Man and Karam rivers and the foot of Mandu. You shall attend to perform the service of the Sirar, as you may be ordered, without making any excuses. Should there be any failure in your service, you shall forfeit the aforesaid amounts. You shall protect the ryots of the Pargana and traders, etc., passing along the road. You shall be responsible that no thefts or robberies take place. If any theft or robbery occur, you will be answerable for it. You shall produce the robbers, or, if you fail to do so, you shall make good the loss out of your own means. In default thereof, the loss shall be made good out of the fixed amount payable to you. Any claim made by you in the matter will not be recognised. The Sirkar on its part will adhere to this agreement. The district into which stolen property shall be traced shall pay compensation.

(N.B.—This evidently refers only to robberies taking place between the Durbar's and the Bhumia's districts.)

The amount fixed according to the Rubkar of the Sahib is Rs. 1,500





Sumbut 1882 inclusive. You shall pay without fail the revenue thereof every year according to the following statement:—

*Villages.*

- 1 Mouza Rama Dhamra.
- 1 " Balecpore.
- 1 " Dhabula.
- 1 " Hussunpore.
- 1 " Abdullapore *alias* Kalee Bowree.
- 1 " Ahmudpore *alias* Chitree.

*Detail of rental.*

Progressive rent for two years, <i>i.e.</i> , 1227 or Sumbut 1876 and 1228 or Sumbut 1877									
For 1229 or Sumbut 1878	.	.	.	.	.	.	.	.	.
For 1230 or Sumbut 1879—	For the last year	Augmented							
101	101	101	.	.	.	.	.	.	.
For 1231 or Sumbut 1880—	For the last year	Augmented							
201	201	201	.	.	.	.	.	.	.
For 1232 or Sumbut 1881—	For the last year	Augmented							
301	301	301	.	.	.	.	.	.	.
For 1233 or Sumbut 1882—	For the last year	Augmented							
401	401	401	.	.	.	.	.	.	.
501	501	501	.	.	.	.	.	.	.
1,507	1,507	1,507	.	.	.	.	.	.	.
Total									

You shall pay the aforesaid sum of Hali Rupees 1,507 of Ogein or Indore currency according to the above statement. You shall continue to pay every year Rupees five hundred and one from 1233 or Sumbut 1882, and also the fixed cesses on account of the pergunnah. You shall pay separately the usual immunities of the zemindars and allow the people without fail to enjoy the produce of their cultivated lands. If you fail to do so your villages will be resumed by the Circar, and you will have no claim thereto. Do not give refuge to thieves. If any Bhil of your Paras commits theft you will be held responsible for it; you shall surrender him or else make good the loss. You shall serve the Circar with fidelity according to its orders and protect the road of the four places, killa Mandoo, Naulcha, Dhar and Dhurumpooree.

## No. CCL.

TRANSLATION of a DEED of RELINQUISHMENT executed by  
BURJORE. SING inhabitant of Bheysakho, and Potail to  
RAMCHUNDER RAO PUAR.

Whereas I and Huttch Sing in the presence of the Mhow Station officer leased six villages attached to Dhurrumpooree, but being unable to cultivate them and to pay the revenue, Huttch Sing gave up the said six villages and executed a separate deed of relinquishment; and whereas the Circar, when at Naulcha, having had regard to my humble petition which I submitted there, was pleased to grant me a lease for three villages and to permit me to relinquish the following three villages, *viz.*—

Mouza, Bhodul	.	.	.	.	.	.	.	.	.	1
„ Keyalabaul	.	.	.	.	.	.	.	.	.	1
„ Doodhee	.	.	.	.	.	.	.	.	.	1
										—
										3
										—

Wherefore I of my own accord relinquish the above three villages which I held in izarah tenure, and I have no concern whatever with them.

*Dated 12th Jeyt Boodee 1880 Sumbut.*

(Sd.) POTAIL BURJORE SING.

Witnesses:—

(Sd.) POTAIL SAWUNT SING  
of Bulub.

„ MURLOE BABRAJEE.

„ MURLOE SUMBHOO SING  
of Kusba Khoojava.

„ KULLYAN RAE CHOWDHEREE,  
Kartungo and Potail of Naulcha.

„ CHINTAMUN CHOWDHEREE,  
Canoongoe and Potail of Naulcha.

The revenue of the villages in your Elaka inhabited by the Bheels shall be realized as heretofore.

*Dated 15th Rubbee-ul-Awwal 1220, corresponding with Poes 1227 or Sumbut 1876, or 1741 Suknudda.*

(Sd.)      JOHN MALCOLM, Major-General.

NO. CCXLIV.

TRANSLATION of a REPORT from PUNCHAVETS, or Arbitrators, to CAPTAIN EVANS, Agent at Dhar, Camp at Dehee.

We, Dugro Sah, putwaree of Nanpore in elaka Rajpore; Jey Sing, Thakoor of elaka Jobut; Bapoojee Gungadhur, karkoon of Kooksee; and Balajee, putwaree of talooka Soosaree in pergunnah Chiculda, beg to report that the case connected with the claim of Kalee Bowree to the cesses, "bhet" and "ghoogree," receivable from the pergunnah of Bankaneer subject to the elaka of Sindia, having been referred to us by you, Kalee Bowree submitted to us a statement of the above claim, and the karnaisdar of Bankaneer also laid before us a statement respecting the "tuhnamah," or engagement written in 1851 Sumbut. After the perusal of these two statements, we the arbitrators have decided that the karnaisdar of Bankaneer should pay yearly Rupees 150 to the Bhoomias, Puddum Sing and Ubhoy Sing of Kalee Bowree, on account of the cesses, "bhet" and "ghoogree," as well as of the money levied at the nakahs or chowkeys. It is also proper that the said Bhoomias should keep three men in attendance, and adopt such measures as may prevent the commission of thefts in the 17 villages situated in Bankaneer. If any robbery takes place in the above villages the said Bhoomias shall make good the loss. They shall have no claim whatever on the aforesaid pergunnah on account of the cesses, "bhet" and "ghoogree," or on account of the money realized at the nakahs or chowkeys. We have settled the matter as above, and it now rests with you to do anything further you choose.

*Dated 13th March 1845 = Falgoon 50odee 1901 Sumbut.*

(Sd.)

BAPOOJEE GUNGADHUR, *Karkoon of Mehal Kooksee.*

BALAJEE BENAIK, *Putwaree of Talooka Soosaree.*

THAKOOR JEEY SING, *of Nanpore.*

PUTWARKEE DUGRO SAH, *Karnaisdar.*

DAMODUR UBUDHOOT, *Bhoomias.*

POTALI PUDDUM SING and OONKAR SING, *Bhoomias.*

as may prevent thefts being committed. If a robbery takes place, I will be held responsible for it ; I will produce the robber. In default thereof I will make good the loss. Should I fail to do so, a sum equal to the loss may be deducted from the money fixed to be paid to me in lieu of the cesses, and I will raise no objection thereto. I have of my own accord executed this deed. The person into whose territory any stolen property may be carried shall be held responsible for it.

	R	R
The sum fixed in the presence of the British officer, to be paid in lieu of the cesses is . . . . .		500
Deduct on account of zemindaree and Dharmadao for Limbola . . . . .	14	
Deduct on account of zemindaree of Khoosrobad	8	
" " " " Khalkhoord	13	
" " " " Jhakrood .	5	
" " " " Putlawad .	10	
	—	50
Balance .		450

shall be paid to me according to the undermentioned instalments :—

Moiety to be paid at Jawar harvest.

" " " wheat harvest.

(Sd.) POTAIL MANDROOP SING

and his son BISHEN SING of Kencereepoora.

*Dated Feyt Soodce 11th Sumbut 1878.*

With the exception of the cesses above, I shall levy Bhet, Ghooglee, cesses, from the villages of my relations.

Mediated and confirmed by me.

(Sd.) JOHN MALCOLM, *Brigadier-General*.

*12th February 1821.*

A precisely similar engagement was made with Bhiman Singh of Jamnia for Rupees 65 from Dhurrumpooree. - *Vide* No. CCLV.

Also with Mohun Singh and his son Fatch Singh of Rajgarh for Rupees 500. *Vide* No. CC XLVII.

Of my own free will I give up the above ten villages, and I have no concern whatever with them. I retain in my possession on service tenure two villages, *viz.*, mouza Chundabutt in Tuppah Tarapore and mouza Bhawanu in Tuppah Khojawa, for which the following amount is payable to the Circar as peshcush, *viz.*—

Peshcush in return for inam on account of mouza Chundabutt in Tuppah Tarapore	151
Peshcush in return for inam on account of mouza Bhawanu in Tuppah Khojawa	151
	302

I will pay every year the above sum of Halee Rupees 302 of the Indore or Ogein currency; I will in time give cesses on account of the aforesaid villages; I will pay the usual zemindar's dami bhet, etc., without objection. Should I make any objection the villages may be resumed, and I will have no claim on them. I will not give asylum to robbers. If any Bheel of my para commits a robbery, I will be held responsible for it; I will produce the robber, and in failure thereof I will make good the loss. I will with fidelity serve the Circar and execute its orders. I will make arrangements for the protection of the roads of killa Mandoo, Naulcha, Dhar and Dhurumpoore. If a theft be committed in any of the above places, or if cattle be stolen from the people, I will be held responsible for it.

The following are the three Bheel villages in my ilaka:—

Mouza Jamunjeree (Kalo Turve)	1
" Bhedlia (Turve Hecra)	1
" Hela Bawar (Mala Turve)	1
	3

The Circar may send a karkoon for the purpose of inspecting the above three villages; I will without any objection pay revenue thereof to the Circar. I will adopt such measures as may prevent the Bheels of Mohunpore, Neemkhera, and Amarkooa from committing thefts; if they commit a theft I will be held responsible for it. If the villages of Jehanangerpore be settled with me, the Circar may send a karkoon to inspect them, and I will pay Rupees 3 per every plough. I will pay the rent according to the following instalments, *viz.*—

5 Annas of revenue to be paid on the full moon of Kooar, or in the season of mucra crop.  
 6 Annas of revenue to be paid on the full moon of Magsar, or in the season of jowar crop.  
 5 Annas of revenue on the full moon of Fagoon, or in the season of wheat and gram crop.

1 Rupee.

*Statement of Rent in the Pergunnah Naulcha, Village Soonera, alias  
Soonora Bozurg.*

Sun	1227	Sumbut 1876	.	.	.	.	.	.	R	...
"	1228	" 1877	.	.	.	.	.	.	...	...
"	1229	" 1878	.	.	.	.	.	.	75	75
"	1230	" 1879—						R		
		Original	.	.	.	.	.	75		
		Enhanced	.	.	.	.	.	25		
"	1231	Sumbut 1880—							100	100
		Original	.	.	.	.	.	100		
		Enhanced	.	.	.	.	.	51		
"	1232	Sumbut 1881—							151	151
		Original	.	.	.	.	.	151		
		Enhanced	.	.	.	.	.	50		
									201	201
								TOTAL	.	527
								GRAND TOTAL	.	2,251

I will pay the above sum of Rupees two thousand two hundred and fifty-one of the Ujjain or Indore currency according to the instalments fixed for each year. From 1233 to 1882 Sumbut I will continue to pay every year the sum of Rupees 726, *viz.*, Rupees 525 for Dhurrumpöoree villages and Rupees 201 for Soonera Bozurg attached to Naulcha pergunnah; besides this I will pay the usual cesses. I will without any objection pay the dues of the zemindars and respect the rights of the cultivators. In failure thereof the Circar shall resume the villages and I will lay no claim thereto. I will not give refuge to the thieves. If a Bheel of my *para* commit a robbery I will be held responsible for it, or I will produce the robber, and in default thereof I will make good the loss. I will with fidelity serve the Circar and execute its orders; I will protect the roads of killa Mandoo, Naulcha, Dhar and Dhurrumpöoree. If any robberies be committed in the above villages, or if any cattle be stolen from the people, I will be held responsible for it.

The following are the Bheel villages in my talooka :—

Following are the Bheel villages in my taluqa.									
Mouza	Kaneereepoor	.	.	.	.	.	.	.	1
"	Jamnina	.	.	.	.	.	.	.	1
"	Ratee Talae	.	.	.	.	.	.	.	1
"	Belapoor	.	.	.	.	.	.	.	1
"	Junie Bhaisakho	.	.	.	.	.	.	.	1
"	Amlipura	.	.	.	.	.	.	.	1
"	Paraspura	.	.	.	.	.	.	.	1
"	Lalgarh	.	.	.	.	.	.	.	1
"	Chokie	.	.	.	.	.	.	.	1
"	Bandakho	.	.	.	.	.	.	.	1
"	Masidpura	.	.	.	.	.	.	.	1
"	Bharudpura	.	.	.	.	.	.	.	1
"	Bandhao Khurd	.	.	.	.	.	.	.	1
"	Ambapura	.	.	.	.	.	.	.	1
"	Bharkia	.	.	.	.	.	.	.	1
<b>TOTAL</b>									<b>15</b>

NO. CCXLVII.

TRANSLATION of an AGREEMENT executed to RAMCHANDAR RAO PUAR through BAPUJI RAGHUNATH by PATEL MOHAN SING, and his son PATEL SING, of MOUZA RAJGARH,—1821.

Whereas we used to levy from the people and traders of the Pargana of Dharmpuri and *talati* (low lands) of Killa Mandu, etc., cesses, such as bhet, ghugri, cattle cess, and sayar dues, etc., on the general road including the village of Morighari; and whereas at Camp Nalcha the Sirkar has now determined to pay a fixed amount in lieu of the above cesses, we, of our own accord, agree to receive the fixed sum, which will be paid to us from the Sirkar's kachery. We will not take cesses from the people and other traders of the pargana, and we will satisfy the claims of our relations so that they will not complain to the Sirkar. Neither we nor the sepoys of our relations shall go into the pargana villages. We will continue to receive the amount fixed for us by the Sirkar; and we will have no claim to the export dues of the pargana. Any claim we may prefer on this account shall be considered null and void.

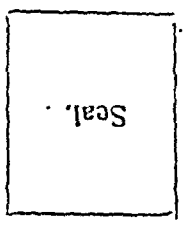
*Detail of amount fixed to be paid year after year.*

Enhanced amount for populating the villages.		Amount fixed.		Total.	
R	R	R	R	R	R
San 1229 or Sambat 1878	1878	110	110	...	110
"	1879	110	110	30	140
"	1880	140	140	30	170
"	1881	170	170	80	200
"	1882	200	200	30	230
"	1883	230	230	30	250
"	1884	260	260	30	290
"	1885	290	290	30	320
"	1886	320	320	30	350
"	1887	350	350	30	380
"	1888	380	380	30	410
"	1889	410	410	30	440
"	1890	440	440	30	470
"	1891	470	470	30	500
"	1242				4,270

We will take the above sum of Rupees four thousand two hundred and seventy according to the above statement and as fixed for each year. With this exception we shall have no demand on the villages of the pargana or between the rivers Maun and Karum, or in the *talati* (low land) of Mandu. We shall always, without fail, attend on the Sirkar to perform service and execute its orders; in default, we will forfeit the aforesaid amounts. We will

Fateh Sing Bhumia of Rajgarh possesses Tankha and other dues in the Pargana from old times, but he has not received them owing to his not having given into the Sirkar an agreement promising to protect our pargana from theft, robbery and murder and other crimes. Now he has according to the Sirkar's orders given in the agreement through the Resident, and the document has been received with a kafilat dated 5th September 1846. It has accordingly been settled that the Bhumia shall receive all arrears of his Tankha and other dues as well as the Tankha and other dues for every year in future. You are hereby directed that as the Bhumia has agreed to protect the pargana, you shall pay him the arrears of his Tankha in cash and other dues in Sehode according to the old practice, and continue to do so for each year henceforth, taking his receipts for the same. You shall return this parwana to the Bhumia, keeping a copy for record, dated 8th September 1846.

MURATTIB SHUD.



(Sd.) R. N. C. HAMILTON.

NO. CCXLIX.

TRANSLATION of a SUNNUD granted to CHAIN SING, BHOOMIA of RAJGURH.

Whereas on enquiry it has been established to the satisfaction of the Government of India that the Bhoomia of Rajgurn is entitled by ancient right to possess the paras, villages and a tract described below, and that since the settlement of Malwa in 1818, he alone has been held responsible for the security of life and property therein, free from the interference of any Native State; this Sunnud is granted to the said Bhoomia and his heirs, in recognition of these rights during good behaviour, subject only to the control of the Governor General's Agent for the time being.

*Statement of the villages, paras and lands.*

Dhal. 1. Rajgurn.

(Sd.) H. D. DALY,

*Offg. Agent, Govr. Genl.*

*for Central India.*

18th March 1871.



You shall pay Hali Rupees forty every year into the Sirkar's treasury. The boundaries of the village will be shown to you by the Zamindar, and accordingly you shall cultivate the land belonging to it. You shall have no concern with any other para and the killa (Mandu) except Kanripura. You shall pay the revenue as above and improve the village. You shall take measures to prevent robberies in the village limits. In case of a robbery occurring you shall trace and produce the robbers, failing which you shall make good the loss. If the killadar asks for assistance you shall attend with the Bhils of your village. You shall not distill liquor in the said village. You shall serve the Sirkar with fidelity. Besides this you shall pay the usual cesses according to practice prevailing in the pargana and pay Dami Bhet, Zirat Hak to the zamindars separately. You shall continue the grants in charity to the holders according to old practice. If you fail in paying the revenue or in the performance of service, the village will not remain with you.

Dated 10th of Jamadil Akhar Suma Arbin Mayatani-wa-Alif  
Martu-Sood.

Seal.

Mediated by my direction with the Dhar State by Lieutenant H. E. Evans on the 9th July 1843.

(Sd.) C. M. WADB,  
*Resident.*

No. CCLIV.

TRANSLATION of an ENGAGEMENT EXECUTED by BISHAN  
SING, PATEL, BHUMIA of MAUZA BARUDPURA, to his  
brother AMAR SING.

I hereby, of my own free will, agree to provide as follows for your clothing and diet expenses.

You shall enjoy the entire income of the village of Chiktiabar in the Dharampuri Pargana, and I will pay the Tankha to the Sirkar due on this village, and you shall have no concern with it.

I hereby cede to you rent free the "Bari" (irrigated) land measuring 10 bighas, at Maigaon which you may cultivate.

You may take one rupee for every populated village as Bhet

From Mouza Sirsodia	.	.	.	.	.	.	.	.	.	I
" Maiagaon	,	.	.	.	.	.	.	.	.	I

2

NO. CCLI.

TRANSLATION of an AGREEMENT executed to RAMCHUNDER RAO PUAR through BAPOOJEE RUGHOOONATH by MUN-DROOP SING POTAIL and his son BISHEN SING of Bhysak, now residing in Barndpoora.

I used to levy direct from the people of the villages and the low lands of killa Mandoo in pergunnah Dhurruempoorce cesses, such as bhett, ghooagree etc.; but now the Circar has settled at Camp Naulcha to pay me a fixed amount in lieu of the above cesses from the cutcherry. I will not exact cesses from the people. I will satisfy the claims of my relations to the aforesaid cesses, so that they may have no cause to complain on the subject to the Circar. Neither I nor my relations shall send a sepoy into the villages of the pergunnah. I will continue to receive the amount fixed for me by the Circar, and I will not have any claim on the villages for the cesses in question. Any claim which I may make shall be considered null and void.

Statement of the amount fixed to be paid.

Original fixed amount.	Enhanced amount.	Total.
1229 or 1878 Sumbut .	100	100
1230 " 1879 "	30	130
1231 " 1880 "	30	160
1232 " 1881 "	30	190
1233 " 1882 "	30	220
1234 " 1883 "	30	250
1235 " 1884 "	30	280
1236 " 1885 "	30	310
1237 " 1886 "	30	340
1238 " 1887 "	30	370
1239 " 1888 "	30	400
1240 " 1889 "	20	450
1241 " 1890 "	350	3,630
3,280	350	3,630

I will take the above sum of Rs. 3,630 according to the instalments fixed for each year. Other than the aforesaid amount I have no demand on the villages of the said pergunnah, or on low lands of Mandoo. I will serve the Circar and execute its orders without any objection. In default thereof I will forfeit the aforesaid amount. I will protect the roads, as well as the tradesmen and travellers passing through the pergunnah. I will adopt such measures

annum in the presence of Captain Johnston : therefore I will pay every year the said amount of Rs. 150 into the Circar's treasury at Dhurrumpooree and take receipts for the same ; the Circar shall have no other demand on me. I will not at all interfere with the *dharmadae* (religious endowments) and *inam* lands of those who have held them from of old. If any robber or thief with stolen property takes refuge in my ilaka and the tracks are followed into my ilaka, I will be held responsible. In time of need I will, like other Bhoomias, be in attendance on the Circar and render service. If I fail to pay the revenue, the Circar will have a right to adopt coercive measure for the realization of the same. I have of my own accord entered into this engagement.

*Dated 9th Bysack Boodee 1890 Sumbut.*

Witnessed—

W. JOHNSTON,  
*Assistant to Resident.*

*Dated Indore, the 29th April 1833.*

TRANSLATION of a SUNNUD granted by SIR JOHN MALCOLM to BHEEMAN SING, son of NADIR SING, Bhoomia of Jamnia, dated the 8th May 1820.

Whereas Major-General Sir John Malcolm has settled with Maharaja Holkar at the station of Mhow, the case of Nadir Sing Potail's tankha, and whereas Bheeman Sing, son of the said Nadir Sing, has been appointed in his father's place, the tankha which was enjoyed by his father will be continued to Bheeman Sing without fail, provided he serves the British Government and maintains good behaviour, in which case the British Government guarantee the continuance of the tankha to Bheeman Sing.

*Dated 8th May 1820, corresponding with 24th of Rujjub, Sumbut 1235.*

(Sd.) JOHN MALCOLM,  
*Major-General.*

TRANSLATION of a SANAD from DOWLUT RAO SINDIA to NADIR SING, Potail of Jamnia, mediated by SIR JOHN MALCOLM.

Confirmed and guaranteed.

(Sd.) JOHN MALCOLM,  
*Major-General.*

## NO. CCLII.

TRANSLATION of an ENGAGEMENT executed to RAMCHANDER RAO PUAR, through the mediation of BAPOOJEE RAGHOO-NATH, by MANDROOP SING POTAIL and his son BISHEN SING of Kengerweepoor.

Whereas I have of my own accord taken in farm seven villages, namely, six villages attached to killa Mandoo in pergunnah Dhurumpooree, and one village situated in pergunnah Nauicha : therefore I engage to pay without any objection the amount of revenue thereof fixed for each year, for seven years, from 1227 or 1876 Sumbut to 1233 or 1882 Sumbut.

*Schedule of Villages.*

Six villages of pergunnah Dhurumpooree	1
Mouza Mehaygaon in Tuppah Tarapore	1
Chickatawur alias Bunkolah in Tuppah Tohbul	1
Koosmullah in Tuppah Tohbul	1
Sirsoda in Tuppah Khoojavah	1
Sunkolah in Tuppah Tohbul	1
Basonee in Tuppah Khoojavah	1
	<u>6</u>

*Statement of Progressive Rent.*

Sun 1227 and 1228 Sumbut 1876-77	.	.	.	.	R.
" 1229 Sumbut 1878	.	.	.	.	101
" 1230 Sumbut 1879—	Original amount	.	.	.	101
	Enhanced "	.	.	.	171
" 1231 Sumbut 1880—	Original amount	.	.	.	272
	Enhanced "	.	.	.	103
" 1232 Sumbut 1881—	Original amount	.	.	.	375
	Enhanced "	.	.	.	76
" 1233 Sumbut 1882—	Original amount	.	.	.	451
	Enhanced "	.	.	.	74
		.	.	.	525
		.	.	.	<u>1,724</u>
		.	.	.	TOTAL

(A.D. 1821) to 1233 (A. D. 1825) at the close of the rubbee harvest for Rs. 1,281. In this is included revenue, etc., Dami of the Pergunnah Kutotree, and Baptoo as well as Zemindar's bhets (Bhoomia and Girassias, hucks to be paid by the Potail), made before Rajehsreejee, according to the valuation and superintendence of Jhao Rao Mahrie, and the agency of Madho Rao Mahrie, Amil of the above-mentioned pergunnah. Drawn out according to the agreement made with Potail Bheeman Sing. You will improve the village and pay the money yearly at the appointed seasons into the treasury, and abstain from oppressing the inhabitants. Losses or gains to be borne by the Izardar. After five years it shall be perpetual ; in default of payment the village shall be resumed.

## PARTICULARS OF LEASE.

Year.	Total Revenuc.	Addition.	Total for the year.
	Rs.	Rs.	Rs.
1229	136	..	136
1230	136	51	187
1231	187	51	238
1232	238	81	319
1233	319	82	401
	<u>1,016</u>	<u>265</u>	<u>1,281</u>

*Dated Methi Feit Soodhie 13th Peyrus 1229.*

Total for five years Rs. 1,281, including additions, to be paid yearly into the treasury.

*Dated 29th Mahe Zeelhij Sun jhide Ashreen Maotin-valif Sumbut 1877 (Murattab Shud).*

Seal.

Confirmed and guaranteed.

JOHN MALCOLM,  
*Major-General.*

TRANSLATION of a SUNNUD from MAHARAJA MULHAR RAO HOLKAR, to BHEEMA SING, Potail, Bhoomia, of Mouzah Jamnia.

This Agreement was obtained through my mediation, and is guaranteed by me.

JOHN MALCOLM,  
*Major-General.*

The Circar shall send a karkoon for the purpose of inspecting the above fifteen villages, the rent of which I will pay regularly without any objection. I will make such arrangements as may prevent the Bheels of Mohunpore zillah Negenkhera, zillah Umarhwa, etc., from committing thefts. If any robberies take place I will be held responsible for them. If the villages of Jehangerpore be farmed out to me, the Circar will have them inspected by a karkoon in order that I may pay the rent thereof at Rs. 3 per plough. The revenue will be paid according to the following instalments, viz. :—

[illegible]

I will pay the money in three instalments.  
I have of my own accord executed this engagement.

(Sd.) POTAL MUNDROOP SING

and his son BISHEN SING, of Kenereepoor.

CANTONMENT;

*1st Maugh Boodce 1876 Sumbut.* (Sd.) JOHN MALCOLM.

TRANSLATION of an ENGAGEMENT executed to RAMCHUNDER  
RAO PUAR BY MUNDROOP SING, POTAL of Zillah  
Bheesakhoo' and Zillah Mandoo.

Whereas Mr. Dangerfield has been appointed by the British Government to make arrangements for the suppression of robberies and for the improvement of the country, I through his mediation execute this deed to the Circar and acknowledge that if any Bhoomias, Turvees, Bheels or Bhamurs of my district commit robberies on the roads or in the villages, or if they steal any cattle, I will be responsible. I will remain in obedience to the Circar and receive the usual cesses such as damee, bhet, ghooagree, etc., in accordance with the receipts which may be found among the records of the old zemindars. I will not take those extra cesses which the potails and putwaraes were during the disturbances compelled to pay. I will show to the Circar all the old documents which may be found in my possession, and in accordance with them I will take all the cesses. I will serve the Circar with fidelity. If any Bheel of my district commits theft, I will produce the thief and the stolen property. If the thief refuses to obey me, I will bring the Circar to the spot and point out the thief. If a Bheel of any other place commits robbery elsewhere and comes into my talooka, I will not give him an asylum; I will apprehend him and make him over to the Circar. If I fail to account for a theft committed in the elaka, the usual cesses such as bhet, ghooagree, etc.,

three other villages.

The following are the three villages which I held in farm, viz:—

1	Aloua koenigii in Tupah Tobut	.	.	.	.	.	.
1	"	.	.	.	.	.	.
1	Sulcata in Tupah	.	.	.	.	.	.
1	"	.	.	.	.	.	.
1	Bumee in Tupah Kheojava	.	.	.	.	.	.

I of my own accord relinquish the aforesaid three villages, and I have no concern whatever with them.

Placed with Fagoon Board 1829 Submit.

(Sd.) POTAIL MANDROOP SING.

Witnesses:

(Sd.) RAO RUTUN SING

of Dutva.

(Sd.) POTAIL SAWUNT SING.

(Sd.) KOONVUR CHAEN SING,

Son of Mndroop Sing.

No. CCLIII.

TRANSLATION of a LEASE executed by JASHWANT RAO PUAR of DHAR through RAM CHUNDER RAO BAPUJI to PATEL BISHAN SING of BARUDPURA.

Seal.

The village of Kunripura of Killia Mandu is hereby leased to you.  
Rs. *For San 1251.*

For Sam 1251.

Rental for last year . . . . . Enhanced

35

332

For San 1252.

Rental for last year

40

352

The following amounts have been settled to be paid through the kutchery :—

<i>Year.</i>	<i>Sambat.</i>	<i>Fixed amount. Rs.</i>	<i>Progressive amount. Rs.</i>	<i>Total Rs.</i>
San 1229	1878	5	...	5
" 1230	1879	5	10	15
" 1231	1880	15	10	25
" 1232	1881	25	10	35
" 1233	1882	35	10	
" 1234	1883	45	10	55
" 1235	1884	55	10	65
		<u>185</u>	<u>60</u>	<u>245</u>

Total Rupees two hundred and forty-five, which I will receive according to the fixed annual instalments from San 1236 (Sambat 1885), I will receive Rs. 65 per annum and attend to render service to the Sirkar as directed without fail. Should I fail to do service, I will forfeit the aforesaid money. You will see that traders and travellers are protected from robbers, and that no thefts or robberies are committed in the pargana. If any theft or robbery takes place, you will be held answerable, and produce the culprits, failing which you will make good the loss. If you do not pay compensation, it will be deducted from the above amount. Any objection to this being made will not be listened to. The above amount will be paid by two instalments, *viz.*, half when the Jowar is harvested, and half when the wheat is collected.

*Dated Jait Sudi, 11th Sambat 1878.*

The above sum of Rs. 65 fixed in the presence of the Sahib, exclusive of the five villages belonging to zemindars, *viz.*, Limbola, Khusrobad, and Khall Khurd (Inami), Jhakrod and Pitlawad (*Dharmadao*), will be duly paid and this Agreement adhered to.

*Dated 17th of Ramzan, San Isanni-Asharim Mayatain-wa-alif.*

Seal.

Mediated and confirmed by me,

(Sd.) JOHN MALCOLM,  
*Major-General.*

No. CCLIX.

TRANSLATION of a SANAD granted to HAMIR SINGH, Bhumia of Jamnia, by SIR HENRY DALY, OFFICIATING AGENT to the GOVERNOR-GENERAL for CENTRAL INDIA in 1871.

Whereas, on enquiry, the Government of India have ascertained that the



I am to give you on every Dasehra a turban and a scarf valued at ten rupees; and you shall pay me rupees two as Bhet.  
I will pay to you five rupees per mensem, which I get from Sirkar Company (British Government) at Mandali.

#### *The Naka Dues.*

I will pay to you one-eighth of the share I get at the Kali Dev Naka.  
I will pay you one-fourth of my share of the dues collected at the Ajnar paka.  
The following cattle are given to you for the use of your family once for all. Bullocks 2 (two) head, cow 1 (one) head, milk buffalo 1 (one) head.  
Total 4 (four) head.

I agree to give of my own accord what is stated above, and you may enjoy the same. You shall have no claims whatever to my estate. I have entered into this agreement of my own free will. You shall perform the Raj (Dhar) service in accordance with custom.  
*Mitti Maha Badi 14th, Sambat 1835. Dated 14th January, Monday 1839.*



*Witnesses—*

(Sd.) RASALDAR BHIMAN SINGJI. RASALDAR MAHOMED HASAN KHAN.  
JEMADAR BARJOR SING. PATEL FUTEH SING, OF RAJGARH.  
PATEL PADAM SING. RATTAN SING.  
(Sd.) F. H. SANDYS,  
*Political Agent.*

*14th January 1839.*

NO. CCLV.

TRANSLATION of an ENGAGEMENT executed by POTAIL BHEE-  
MAN SING, son of NADIR SING, of Pergunnah Jamnia, to the

Circar.

Whereas my ancestor, Potail Nadir Sing, performed good services at Dhurumpoore in Dhar, and the Circar being pleased with him conferred upon him in istimari tenure mouzah Dabir in Pergunnah Dhurumpoore; and whereas the revenue on the above mouzah was fixed at Rs. 150 per

to the year 1233 or Sumbut 1882, inclusive. You shall pay without fail the revenue thereof every year according to the following statement:—

### Villages.

In Pergunnah Dhurrumpooree . . . . . Rupees 4,271

I	Mouza	Pagara	Tuppa Dole.
I	"	Surferabad	" "
I	"	Sadikpore	" "
I	"	Kankerda	" Tarapore.
I	"	Doongurgaon	" "
I	"	Shualda	" Khoojawa.
I	"	Loharee	" Tarapore.

7, i.e.,

One peshcush village, Mouza Pagara Tuppa Dole . . . . .	Rupees	101
Six farmed villages . . . . .	"	4,170
For two years, i.e., 1227 and 1228 Sumbuts 1876-77—		
Mouza Sorhabad . . . . .	Rupees	80
" Sadikpore . . . . .	"	70
		150
For 1229 or Sumbut 1878 . . . . .	Rupees	261
For 1230 or Sumbut 1879—		
Rent for the last year . . . . .	Rupees	261
Augmented . . . . .	"	254
		515
For 1231 or Sumbut 1880—		
Rent for the last year . . . . .	Rupees	515
Augmented . . . . .	"	276
		791
For 1232 or Sumbut 1881—		
Rent for the last year . . . . .	Rupees	791
Augmented . . . . .	"	237
		1,028
For 1233 or Sumbut 1882—		
Rent for the last year . . . . .	Rupees	1,028
Augmented . . . . .	"	397
		1,425
		4,170
		4,271

### Villages.

In Pergunnah Naulcha . . . . .	Rupees	201
i.e., mokasee or rent-free villages,		
Mouzah Panala.		
Do. Mugseepoora. (sic Magazpura)		
Peshcushee village, Mouzah Bagree, for the year 1227 or Sumbut 1876 . . . . .		201
In Pergunnah Jehangerpore, Mouza Surferabad, from the year 1227 or Sumbut 1876 . . . . .	Rupees	61
		262
		4,533

TOTAL RS. 4,533

The following engagement of the lease of the villages of Kuneria, Salotia, Bahron Peepia and Khiree, in all four villages, in Pergunnah Dekhan of the Mandoo Circar in Soubah Malwa of Sindia's territories \* 1804 according to the Table in the Central India Agency Office. is granted from the year 1214 (A. D. 1806\*), according to the terms of his kabuliāt, to Bhoomia Nadir Singhjee, the same including the land revenue and all pergunnah cesses, demi and kutotree, but exclusive of the bhēt payable to amlas and zemindaree rights and bhets to Girassias and Bhoomias and having been drawn out according to the valuation of Nau Rao Mahrie, and under the superintendence of Mahipat Rao, Amil of the said purgunnah. The villages are to be improved and the fixed instalments are to be paid into the treasury yearly and by seasons, and the ryots are not to be oppressed; all gains as well as losses to be borne by the Potail.

1214 to 1215 rent free for two years.

Year.	Revenue.	Additions.	Total.
1216	201	...	201
1217	201	15	216
1218	216	15	231
1219	231	5	236
1220	236	15	251

† 1811 according to the Table in the Central India Agency Office. and from the year 1221 (A. D. 1813 †) it will be estimated for Rs. 251 (two hundred and fifty-one). The above-mentioned "putta" (Agreement) for five years is for Rs. 251 in addition to which Amla's Bhēt, Zemindaree, Bhoomia, and Girassia huks have to be paid separately. Signed on the 18th Rubbee-ul-Akhur. According to this Agreement the sum of Rs. 251 was settled for the four village is 1229 (A. D. 1821 †) before Rajehsree, and shall be taken accordingly. If there shall be any failure in paying the money, the villages shall be made "khalasa."

TRANSLATION of a SUNNUD to POTAIL BHEEMAN SING, Bhoomia of Jammia, regarding Koonjrode village in Dekhan Pergunnah.

RAJESHSREE, MAJOR-GENERAL SIR | SREEMUNT DOWLAT RAO SINDIA  
JOHN MALCOLM.  
SAHIBJEE.

Lease to Potail Bheeman Sing, of Koonjrode in Dekhan Pergunnah, Circar Mandoo, Soubah, Malwa, Sindia's territories, for five years from 1229

This LEASE is executed to FUTTEH SING, Potail, and his brother CHAEN SING of Barkhera, Pergunnah Naulcha, Zillah Mandoo, by RAMCHUND RAO PUAR, and approved by SIR JOHN MALCOLM.

The Circar will respect your possession of your farmed villages as well as peshcushee, tankhabundee, and inamee villages according to the foregoing statement. You shall continue to pay annually to the Circar Rupees 1,788; *i.e.*, Rupees 1,526 on account of the villages in Pergunnah Dhurrumpooree; Rupees 201 on account of the village in Pergunnah Naulcha; and Rupees 61 on account of the village in Pergunnah Jehangerpore, and also the cesses which may be fixed on account of the Pergunnahs. You shall enjoy the produce of the inamee villages and serve the Circar in killa Mandoo, Naulcha, Dhar and Dhurrumpooree. You shall make such arrangements as may prevent the commission of robbery, theft, etc., and protect the roads. If you fail to do so, your villages, inamee, tankhabundee, etc., will be resumed by the Circar. The revenue of the villages inhabited by the Bheels in your ilaka shall be realized as heretofore.

*Dated 15th Rubbee-ul-Awul 122, corresponding with Poos 1227 or 1876 Sumbut or 1741 Sukubda.*

(Sd.)    JOHN MALCOLM,  
*Major-General.*

The original Sunnud signed by Sir John Malcolm having become very old and much torn and defaced, the present copy was made by it at the Bhoomia's request and authenticated by me as a true copy.

(Sd.)    H. A. EVANS,  
*Offg. Asstt. Resdt., Indore.*

*Dated Dhar, 22nd November 1841.*

TRANSLATION of an ENGAGEMENT executed by FUTTEH SING, Potail, and his brother KOONWUR CHAEN SING of Barkhera, in Pergunnah Naulcha attached to the fort of Mandoo, to RAMCHUNDER RAO PUAR, through BAPOOJEE RAGHOONATH.

Whereas the Circar has issued an order to make arrangements in killa Mandoo, Naulcha, Dhurrumpooree, Pergunnah Dhar, to prevent the preda-

From the CIRCAR of RAJE SREE MULHAR RAO, to BHEEMAN SING, Potail, Bhoomia of Mouzah Jammia, dated Sursan Ahde Ashreen Maotin-valif (1221).

You, having attended on His Highness at Indore, represented that, if the village of Khierce of the Hasilpore Pergunnah were leased to you on five years' istawa (progressive rent), you will bring the said village under cultivation and continue to pay to the Circar whatever may be fixed as the amount of the istawa (lease), deducting therefrom the sum of Rs. 150 per annum on account of the pay of six sepoy's you maintain on the Ghat of Doorjanpoora under the orders of the Kamaisdar of Hasilpore.

In consideration of the said representation the said village, which is not now under cultivation, is at first,\* from the Sumbut 1878, settled to be given to you on istawa (progressive rent) for five years, the amounts of each year being fixed as below :—

Sumbut 1878, corresponding with 1231. Rs. The amount of former jumma 201 Increase ...

Total 201 Rs. Sumbut 1879, or 1232. Amount of last year 201 Increase 60

Total 261 Rs. Sumbut 1880, corresponding with Sun 1233. Amount of last year 261 Increase 90

Total 351 Rs. Sumbut 1881, or Sun 1234. Amount of last year 351 Increase 135

Total 486 Rs. Sumbut 1882, or Sun 1235. Amount of last year 486 Increase 215

Total 701

in all, for five years, Rs. 701 being fixed (including) increases. This letter is addressed, giving the izara of the said village to you; you will from year to year increase the cultivation of the village according to the terms of the istawa, or increase. You will deduct from the yearly jama of the village

1233 or Sūmbut 1882, the fixed amount of revenue of the above villages as detailed below :—

*Schedule of villages in Pergunnah Dhurrumpooree.*

Mouza Pagara in Tuppa Dole . . . . .	1
„ Surferabad „ „ . . . . .	1
„ Sadikpore „ „ . . . . .	1
„ Doongurgaon „ Tarapore . . . . .	1
„ Shualda „ Khoojawa . . . . .	1
„ Loharee „ Tarapore . . . . .	1
„ Kankerda „ „ . . . . .	1

7

*Peshcushee Village.*

Mouza Pagara in Tuppa Dole . . . . .	Rupees	101
Original amount . . . . .	In 1227. Rupees	75
Enhanced amount . . . . .	„	26
	Rupees	101
Izarah villages, 6 . . . . .	Rupees	4,170
From 1227 or 1876 Sumbut to 1228 or 1877 Sumbut, for 2 years . . . . .	Rupees	150
Mouza Surferabad in Tuppa Dole . . . . .	Rupees	80
Mouza Sadikpore in Tuppa Dole . . . . .	„	70
	Rupees	150
In 1229 or 1878 Sumbut . . . . .	Rupees	261
In 1230 or 1879 Sumbut . . . . .	„	515
Original amount . . . . .	Rupees	261
Enhanced amount . . . . .	„	254
	Rupees	515
In 1231 or 1880 Sumbut . . . . .	Rupees	791
Original amount . . . . .	Rupees	515
Enhanced amount . . . . .	„	276
	Rupees	791
In 1232 or 1881 Sumbut . . . . .	Rupees	1,028
Original amount . . . . .	Rupees	791
Enhanced amount . . . . .	„	237
	Rupees	1,028
In 1233 or 1882 Sumbut . . . . .	Rupees	1,425
Original amount . . . . .	Rupees	1,028
Enhanced amount . . . . .	„	397
	Rupees	1,425
Carried over	TOTAL, Rupees	4,271
	Rupees	4,271

expiration of the lease, and has been under the direct management of the Circar for the last three years, might be farmed out to you in istimari tenure. After a due consideration of your request the Circar has determined to take an engagement from you and to let to you the above village from the aforesaid year in istimari tenure; a lease of it is therefore granted to you at a rent of Rs. 901 of the local currency, i.e., Rs. 800, which you used to pay before, and Rs. 101 now added to it. You will improve the village, and in no way oppress the people, but, on the contrary, you will keep them satisfied. You will pay every year into the treasury the rent of the village farmed out to you in perpetual tenure according to the instalments, and send reports of all civil, criminal and political cases. If you fail to abide by the terms of your engagement, the village in question shall be taken back and placed under the management of the Circar.

*Dated 29th Femnade-ul-Awwi, corresponding with 21st March 1852.*

### NO. CCLVIII.

SHRIMANT RAJESHRI RAM	CHANDAR RAO PUAR	SAHIB through RAJESHRI	BAPUJI RAGHUNATHJI.
MAJOR	GENERAL MALCOLM	SAH-	IBJI BAHADURJI.

AGREEMENT between SIRCAR RAJESHRI ... and PATEL NADIR SING and his son BHIMAN SING, Bhumia of Jammia, made in the presence of .....

Hitherto you levied your bhut dues direct from the villages in the Dhar-ampuri Pargana, and in lieu thereof rendered services in that pargana, as well as along the foot of Mandu. The matter has recently been settled at Camp Nalcha, and I have willingly agreed to the settlement. I will receive the fixed sum which will be paid to me from the Sirkar's Kutcheri, and I will not collect the dues direct from the villages. I will settle the matter with my brother and relations so that they shall not complain to the Sirkar. Neither I nor the sepoy of my relations shall enter the pargana direct. I will receive the dues which have been fixed by the Hazur, and I have no claim to other dues except in the pargana between the Maun and Karum rivers and the low lands of Mandu. I will receive the aggregate sum fixed on account of export dues of the pargana and have no claim to any other dues. Any claim to other dues which I may prefer will be void.





Rhenias of Jammia is entitled by prescriptive right to the possession of the paras, villages and land described below, and that since the settlement of Mota in 1818, he alone has been held responsible for the security of life and property in those paras and villages, without any interference on the part of any Native State, his right to the possession of these paras is confirmed, and this grant is granted to the said Rhenias and his heirs on condition that his behaviour continues to be good. He will be subject to the control of the Governor-General's Agent only.

*Detail of paras and villages.*

- |   |  |
|---|--|
| 1. Mota Jammia.   | 21. Prithipura otherwise Guljaripura.    |
| 2. Korta otherwise Kutoripura.                          | 25. Dhotmatipura.                        |
| 3. Kotrapura.   | 26. Hawara otherwise Kagarapura.         |
| 4. Ambapura.  | 27. Gulhira.                             |
| 5. Pithapura.   | 28. Chana Bhat.                          |
| 6. Ardi Bhardipura.                                     | 29. Indar Baori.                         |
| 7. Imipura.   | 30. Bharti-ghat.                         |
| 8. Bagla otherwise Dhuripura.                           | 31. Chhota Jammia.                       |
| 9. Bhura Kua.   | 32. Pardiamal.                           |
| 10. Hirapura.   | 33. Sudhamalipura otherwise Su Hirapura. |
| 11. Tipkipura.  | 34. Galawali Mowripura.                  |
| 12. Bhimgarh otherwise Kuripura.                        | 35. Junapani.                            |
| 13. Gondamal otherwise Samarghat otherwise Gulbinkimal. | 36. Bagri otherwise Asaria-ti-mal.       |
| 14. Bhawar Kund otherwise Bhawarpura.                   | 37. Karondi Kuli otherwise Karondia.     |
| 15. Bhaitrophath.                                       | 38. Kakora Nali otherwise Saglakhal.     |
| 16. Moripura.   | 39. Morikrai otherwise Khejrapura.       |
| 17. Jhektia otherwise Jirapura.                         | 40. Salimali otherwise Salipura.         |
| 18. Dudi Kora.  | 41. Aliipura.                            |
| 19. Banjari.  | 42. Faliaghatipura.                      |
| 20. Pethara.  | 43. Bayaghatipura.                       |
| 21. Gondipura otherwise Bhagipura.                      | 44. Dargapura.                           |
| 22. Chawar Baori.                                       | 45. Bhanwah.                             |
| 23. Gagrtpura.  | 46. Satmowri otherwise Chhola Manipura.  |
|   | 47. Chip Khodra.                         |

(Sd.) H. D. DALY,  
*Offg. Agent to the Governor-General*  
*Dated Indore, 18th November 1871.*  
*for Central India.*

NO. CCLX.

TRANSLATION of a LEASE executed by RAMCHUNDER RAO PUAR through BAPUJE RUGHUNATH to FUTURE SING, Potail, and his brother CHAHE SING, of Burkhera, Zillah Mandoo, and approved by GENERAL SIR JOHN MALCOLM.  
 Eleven villages in pergunnahs Dhurumpoor and Jehangerpore are hereby let in farm to you for seven years from the year 1227 or Sumbut 1876,

## No. CCLXII.

TRANSLATION of a ROOBOKAREE issued by CAPTAIN EVANS,  
Agent at Dhar, on the 16th September 1847.

Gobind Rao Karkoon and Mugun Lall Kanoongoe presented to me a petition on the part of the kamaisdar of Sagore, stating that Bhoomia Hutteh Sing of Barkhera holds three villages situated in the aforesaid pergunnah and praying that, besides the sum of Rupees 1,503, which has been laid down in the lease and engagement as the amount of rent for the above three villages, the said Bhoomia might be directed to pay the cesses or bhets due to amlahs, zemindars, furnavees, girassiahs etc., as mentioned in the decision. With the petition they submitted a memorandum of the cesses for Rupees 144, *viz.*, Rupees 72 on account of the bhet of the troops; Rupees 18 on account of the bhet of mehal kamaisdar; Rupees 48 on account of the bhet of zemindar; and Rupees 6 on account of the bhet of furnavees; and mentioned that out of the above amount of Rupees 144 a sum of Rupees 72 only was paid yearly during the last four years, and that the remainder was due. The said Gobind Rao Karkoon and Mugun Lall Kanoongoe were then asked to state why no petition was made before this, as the decision in question was passed four years ago, and to give proofs that they received the cesses according to the memorandum. They said in reply that they used to take cesses, "babtee," etc., from the aforesaid Bhoomia, and the local arbitrators having told them not to levy cesses, they wrote to their employer at Lashkar on the subject, but, not having received any answer from him, they were unable to act up to the decision. They also mention that they now, having received orders from the Lashkar to take cesses according to the decision, have waited upon me. In order to prove that they received the cesses yearly, according to the memorandum, for 16 years from the date of the lease to the date of the aforesaid decision, they submitted statements for that period. It appears that the bhet was paid every year. The said Bhoomia in answer asserted that, besides the rent laid down in the lease, he paid the sum of Rupees 72 on account of "bhets" due to amlahs, zemindars, and furnavees, from the date of the said decision to 1903 Sumbut. He further alleged that before the date of the above decision the kamaisdar used to take by force from him yearly Rupees 100 on account of "babtee kirkol," etc.; Rupees 197 on account of "doanni;" Rupees 54 on account of "amlah bhet," etc.; and Rupees 1,503 on account of rent, etc., after deduction of a trifling amount of "chuhoot" and "siropah." The Bhoomia also said that, with the exception of "zemindaree" and "furnavees bhets," all other cesses are paid.

The fact that the cesses, "amlah bhet," etc., were paid to the kamaisdar of Sagore has, in my opinion, been established by usage, and is borne out in documents. Hutteh Sing holds no paper in support of his assertion. He acknowledged to have paid the bhet. No proof was given to show that the statements submitted by the kamaisdar were false.

List of the villages in your ilaka inhabited by the Bheels.

If any inhabitant of these fifteen villages commit highway robbery, etc.; you will be held responsible. The Circar will take the revenue of these villages as heretofore. You shall make such arrangements as may pertain to the Bhels of the zillahs of Mohunpore, Nimkhera, Omarkoon, etc., for committing thefts, etc. You shall pay the revenue in the following three instalments, viz.:—

[illegible]

I

Dated Camp, 1st Boodee of Maugh 1227 or Sumbut 1876.

It is therefore ordered that the said Bhoomia pay into the treasury at Dekthan the same amount of money as he has hitherto done.

(True copy.)

(Sd.) A. G. R. MILDMAY,  
*Deputy Bheel Agent.*

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No. CCLXIV.

TRANSLATION of a SETTLEMENT made by the undersigned five men regarding a dispute between HATEH SINGH and CHEN SINGH, BARKHERA.

A dispute having arisen between Hateh Singh and Chen Singh of Barkhera, the latter petitioned to the Sarkar in order to be provided for, and the following men were appointed as Panch for settling the matter :—

1. Rao Dowlat Singh of Mandhatta.
  1. Rao Partab Singh of Bagod.
  1. Thakur Chatra Singh of Sailani.
  1. Patel Bhim Singh of Jamnia.
- Mohmad Husen, Rasaldar, to act as President.

We, the aforesaid Panch, have made the following settlement for the maintenance of Chen Singh.

Hateh Singh is to make over to Chen Singh—

1. The village of Kathoria, Pargana Dikthan.

Chen Singh to enjoy the surplus revenues of the village after paying Rupees 361-8-0 on account of tankha into the Dikthan Kacheri, as well as Dharmadao, Rozindar and Zamindar's rights, and bhet according to custom. He shall continue the Zirats to the Bhaibands according to practice.

1. The village of Shikarpura in Pargana Naulcha.—Chen Singh is to enjoy the surplus revenues of the village, after paying tankha due to Sirkar, as well as Hakdars, Rozindars, Dharmadao, and Zamindar's dues and bhet according to custom.

Also Zirat lands to be continued to Bhaibands as usual.

1. Zirat lands 100 (one hundred) bigahs at Morzah Pegara in Dharam-puri Pargana together with a well.

One hundred and three (103) bigahs of land at Morzah Bagri, Pargana Naulcha, and ten bigahs of land and Duda Pithe's well.

Whereas I have of my own accord taken in farm the villages situated in Pergunnahs Dhurumpooree, Naulcha and Jehangerpore. I engage to pay without any objection every year for seven years, from 1227 or Sumbut 1876 to

TRANSLATION of an ENGAGEMENT executed to RAMCHUNDER RAO PUAR in the presence of BAPOOJEE RUGHOOONATH by RUTTEH SING, Potail, and his brother KOONWUR CHEAN SING of Barkhera attached to Mandoo.

(Sd.) JOHN MALCOLM.

Approved.

Brother of Koonwur Chaen Sing  
of Barkhera.

(Sd.) POTAIL RUTTEH SING,

*Dated 1st Mangh Boodee 1876 Sumbut.*

tory excursions of the Bheels; therefore I represented that, in consequence of my villages having been laid waste, I have no means of employing sebandees for the purpose of checking the Bheels; and request that the Circar may be pleased to advance me such amount of money as may enable me to enter-  
tain 50 sebandees for six months. I also promise that after six months, when my villages shall have been improved, I will serve the Circar and pay the sebandees out of the income of the said villages, and if I fail to put a stop to the raids of the Bheels and Bhamas, I will refund from Bagree the amount paid to them in the six months. The sebandees shall locate at the thanahs of Naulcha and Dhurumpooree. I will without any objection act up to the orders of the Circar's Karkoon at the thanah. I will neither employ nor dismiss a sebandee without report to the karkoon. I will draw pay according to the rules of the mehal. I will serve wherever and whenever the Circar may direct me. I will adopt measures to prevent the Bheels and Bhamas committing plunder; I will reside at the thanahs of Naulcha and Dhurum-  
pooree and serve the Circar. If I fail to put a stop to the robberies and plunders of the Bheels and Bhamas and to protect the roads, the Circar shall resume all the inam and Peshcush villages which I hold. And as the Circar has got the village of Pagara in Pergunnah Dhurumpooree improved through a banker, I will give security for the amount of money which the said banker may have disbursed on account of the above village, and redeem in the course of two months, from 1st Mangh Boodee, the document which has been given to the banker for the purpose of its being returned to the Circar.

It is therefore ordered that the said Phungu pay John the Governor of Dekhan the same amount of money as he has hitherto done

Thou copy  
Wd / 11 / 11 / 11  
Maha Bhatara Agent

No. 111 / 11

TRANSLATION of the GUARANTY made by the Governor of Dekhan regarding a dispute between Phungu Bhatara and John Bhatara

The dispute between Phungu Bhatara and John Bhatara is as follows: The inter-pretation of the law is made by the Governor of Dekhan and the inter-pretation of the law is made by the Governor of Dekhan

- 1. The dispute between Phungu Bhatara and John Bhatara is as follows:
- 2. The inter-pretation of the law is made by the Governor of Dekhan
- 3. The inter-pretation of the law is made by the Governor of Dekhan
- 4. The inter-pretation of the law is made by the Governor of Dekhan
- 5. The inter-pretation of the law is made by the Governor of Dekhan

The inter-pretation of the law is made by the Governor of Dekhan and the inter-pretation of the law is made by the Governor of Dekhan

- 1. The dispute between Phungu Bhatara and John Bhatara is as follows:
- 2. The inter-pretation of the law is made by the Governor of Dekhan

The inter-pretation of the law is made by the Governor of Dekhan and the inter-pretation of the law is made by the Governor of Dekhan

The inter-pretation of the law is made by the Governor of Dekhan and the inter-pretation of the law is made by the Governor of Dekhan

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The inter-pretation of the law is made by the Governor of Dekhan and the inter-pretation of the law is made by the Governor of Dekhan

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*Peshawar Village—continued.*

Brought forward		Rupces	4,271
Village in Pergunnah Naulcha, viz.:			
Mota Barhara			
Peshawar			
In 127 or 130 Sumbut—			
(Original amount)		Rupces	151
Enhanced amount		Rupces	201
Enhanced rent on Mouna Sadatbada in			
Pergunnah Jehangerpore from 127 or			
1370		Rupces	61
Grand total Rupces			4,533

I will pay the above sum of Rupces 4,533 of the Indore or Ogein currency according to the instalments fixed for each year.

I will pay every year in perpetuity from 1233 or 1882 Sumbut the sum of Rupces 1,758, viz., Rupces 1,526 for Pergunnah Dhurumporee; Rupces 201 for villages in Pergunnah Naulcha; and Rupces 61 for Pergunnah Jehangerpore; I will respect the rights of the old zemindars and cultivators and pay the usual bhets, etc. I will discharge the above amount without fail, and in default thereof the Circar shall resume the villages: I will offer no objection to it. I will not give refuge in the villages to robbers. If the Bhels of my Ilaka commit any act of plunder, I will be held responsible for it. I will deliver up robbers, and if I fail to do so, I will make good the loss. I will execute the orders of the Circar with fidelity. I will protect the roads of killa Mandoo, Naulcha, Dhar and Dhurumporee, and be answerable for any robbery on the roads as well as for any cattle which may be stolen from the people.

The following are the Bhel villages attached to my talooka, viz.:

Mouna	Sikarpore, Turve Soma	1
"	Meghapore, Turve Kallio Saree	1
"	Morda, Turve Soojan	1
"	Barhara, Turve Hatto	1
"	Patharee, Turve Jessoo Bhoota	1
"	Koonda, Turve Alooz	1
"	Kitiya, Turve Bhamra	1
"	Sorepore Kihera, Turve Kallian	1
"	Bulchhyore, Turve Pemchand	1
"	Golpoora, Turve Soorta	1
"	Amkho, Turve Lakhma	1
"	Mogragoon, Turve Bhacsoodar	1
"	Sorepore, Turve Beerbhan	1
"	Koorura, Turve Ramchand	1
"	Patharee, Turve Jessoo Bhoota	1

You shall pay, without fail, the revenue thereof every year according to the following statement :—

Mokhas villages, two, viz. :—

1 Mouza Jeysingpoora *alias* Kagzipoora.

1 „ Lonera Khord.

—

2

—

Peshcushee village, one, viz. :—

Mouza Sorepore Bozurg for the year 1228 or Sumbut 1877.

Farmed villages, four, viz. :—

1 Mouza Kherapoor.

1 „ Barkhera Bozurg.

1 „ Jeerapoor.

1 „ Amurpoora.

—

4

—

Let in farm for the aggregate amount of Rupees 2,261.

*Detailed statement of the amount of revenue fixed for each year :—*

Progressive rent for two years, i.e., for the year 1227 or Sumbut 1876 and 1228 or Sumbut 1877 . . . Rupees 2

For 1229 or Sumbut 1878 . . . „ 151

„ 1230 „ 1879—

Rent for the last year . . . „ 151

Enhanced . . . „ 151

For 1231 or Sumbut 1880— 302

Rent for the last year . . . Rupees 302

Enhanced . . . 150

For 1232 or Sumbut 1881— 452

Rent for the last year . . . „ 452

Enhanced rent . . . „ 150

For 1233 or Sumbut 1882— 602

Rent for the last year . . . „ 602

Enhanced rent . . . „ 150

— 752

Total, Rupees . 2,261

And on account of Mouza Sorepore . . . 101

Rupees 2,362



NO. CCLXI.

TRANSLATION of an AGREEMENT between FUTTEH SING and CHYNE SING, Bhoomiah of Mota Barkhera, and MOHON RAMJI KAMAISDAR on the part of the managers and zemindars of Sagore, dated 22nd day of Jamadil Sani, Sun 1227, \* or Fulse year 1877, granting as ijara the villages of Bagdoon, Mundlowda, and Mangrole in Pergunnah Sagore, Sirkar Mandoo, muzafat Suha of Malwa on the terms mentioned below :—

You shall pay from Fulse year 1228 to 1231 the sum of Rupees (3,948-8) three thousand nine hundred and forty-eight annas eight only on account of revenue, including the pergunnah babies (dues), damree katotree, etc. Bhet on account of amla, zemindars, and girassiahs, etc., are also to be paid by you separately. You are hereby appointed to hold the ijara with the consent of the potails and mukatee. You are to improve the villages, etc., and pay a fixed sum, according to the instalments noted below. Also you will keep the ryots contented. All losses in the cultivation will be borne by you. Any unforeseen calamity will be duly considered, and remission will be made according to the Ameen's recommendation.

Years.	Instalments.	Jumma.	Annual Increase.	Total.
Sun 1228	538	8	538	8
" 1229	538	8	538	8
" 1230	778	8	350	8
" 1231	1,128	8	374	8
	2,984	0	964	8
		0		3,948
				8

The payments should be made as above. From and after Sun 1232 the above villages to be held in perpetuity, and service to be rendered faithfully. Dated 22nd of Jamadil Sani Sun 1227 Sumbut 1877.

*Endorsed in English.*

This Agreement between the Bhoomiah Futteh Sing and Chyne Sing on the one part, and the managers and zemindars of the Pergunnah of Sagore on the other, has been mediated by me, and I have engaged it shall be faithfully observed by both parties.

(SD.) JOHN MALCOLM,

Major-General.

and was put to great expenses on account of its management and repopulation and in erecting a fort and a wall.

As peace has now been restored to the country by the grace of God and the interference of the British Government, the Bhumia has been forced to fall back on the Dhar State. He requests that his ancestral village may be given back to him on the following conditions:—

That he will protect the road between Sultanpur and Dhar. That the inhabitants of the intervening villages as well as travellers will be protected by him from injury. That he will put down the robberies committed by Bheels and others. That he will be responsible for and make good all losses that may be caused by Bheel robbers to travellers, traders and ryots. That he will be always obedient to this Government, and will afford no shelter or refuge to robbers and malefactors. That he and his successors, generation after generation, will remain true to the above engagements. In default of which the Government is at liberty to confiscate the village.

In consideration of the services rendered to the State in former times by the Bhumia, it has been settled, through the mediation of Sir John Malcolm, that the village be restored to him on the above conditions in perpetuity, he paying to the Dhar State an annual sum of Rupees 500, Ujjain or Indore Currency, as tankha.

The terms of the settlements are as follows:—

	Rs.
The Bhumia is to pay into the Dhar Treasury the sum of—	
Original amount . . . . .	350
Additional cess . . . . .	150
Total . . . . .	<u>500</u> Hali

By the following instalments from Sumbut 1877; he is to observe the above conditions and to get the village populated.

*Instalments.*

	Rs.
1. Aghan Sudi Punam . . . . .	151
2. Magh   "   " . . . . .	174
3. Bysak   "   " . . . . .	175
Total . . . . .	<u>500</u>

You are hereby directed to pay the above instalments regularly, and to discharge your duties faithfully and honestly.

*Dated 26th June 1890 A. D., 24th Saban 1235 A. H.*

Settled through my mediation.

(Sd.) JOHN MALCOLM,  
*Major-General.*

It is therefore ordered that the said Bhoomia be directed to pay yearly into the cutcherry at Sagore Rupees 72 on account of amlah bheth as well as the cesses or bheths due to zemindar, turnavees, girassia, &c., according to the established usage of the pergunnah, and that a copy of this be given to the plaintiff and defendant respectively.

Statement of amiah belts or cesses.

[illegible]

(Copy.)

(Sd.) H. A. EVANS

No. CCLXIII.

TRANSLATION of a ROOBOKAREE issued by CAPTAIN EVANS,  
Agent at Dhar, on the 7th January 1846.

Agent at Dhar, on the 7th January 1846.

Hutteh Sing, Bhoomia of Burkhera, represented to me that he holds five villages in Pergunnah Dekthan in istimrarree tenure; and that the kamaisdar realized from him, as rent of those villages, a sum more than mentioned in the lease and engagement; and prayed that the kamaisdar might be directed to collect from him such an amount of rent as is laid down in the engagement. The said Bhoomia having been desired by me to produce the perpetual lease of the five villages held by him said that the lease had been lost for some years. With a view to make an enquiry into the matter the kamaisdar of Dekthan was ordered to produce the engagement executed by the said Bhoomia as well as the annual statements of rent collected from him.

collected from him.

collected from him. Ballajee Punt Dewar, on the part of the aforesaid karnaisdar, submitted this day to the Court statements of rent realized from the said Bhoomia from 1244 to 1252 Puslee. From these it appeared that from 1246 to 1252 Puslee the said Bhoomia paid yearly, as rent for the above five villages, a sum of Rupees 1,403-8 inclusive of cesses such as "sarkaree babetee," "zemindariaree bhet," "girass," "bhet farkhatee," bhet, &c. The statements also showed that in 1244 and 1245 the Bhoomia paid yearly a sum more than the above amount.

It is therefore ordered that the said Bhoomia be directed to pay yearly into the cutcherry at Sagore Rupees 72 on account of amlah bhett as well as the cesses or bhetts due to zemindar, turnavees, girassia, &c., according to the established usage of the pergunnah, and that a copy of this be given to the plaintiff and defendant respectively.

Statement of annual births or cesses.

[illegible]

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# APPENDICES

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## 1. Bhet in the following villages :—

Rs.	Mouzah Bagri										Total Rupees
	Bagdum	Pagara	Biloda	Mandlowda	Mangrol	Panala					
2	•	•	•	•	•	•	•	•	•	•	14
2	•	•	•	•	•	•	•	•	•	•	2
2	•	•	•	•	•	•	•	•	•	•	2
2	•	•	•	•	•	•	•	•	•	•	2
2	•	•	•	•	•	•	•	•	•	•	2
2	•	•	•	•	•	•	•	•	•	•	2

The Panch are of opinion that Hach Singh should make over to Chen Singh the above-mentioned villages, Zirat and Bhel, etc., in perpetuity. Chen Singh is to render service to Hach Singh.

*Dated the 19th May 1834.*

(Sd.) 1. THAKUR CHATRA SINGH, Garh Sailani.

" 1. PATEL BHIMA SINGH, of Jamnia.

" 1. RASALDAR MOHAMMAD HUSEN KHAN.

" 1. RAO DOWLAT SINGH Ji, Mandhalla.

" 1. PARTAB SINGH Ji, Bagod.

(True copy.)

(Sd.) H. A. EVANS,

*Officiating Assistant in Nimer.*

NO. CCLXV.

TRANSLATION of A LEASE executed by RAMCHUNDER RAO PUAR, through BAPOOJEE RAGHOONATH to POTAIL PIRTHEE SING, and SAWUNT SING, and his cousin MOHUN SING of BURKHERA, PERGUNNAH NAUCHA, ZULAH MANDOO, and approved by GENERAL SIR JOHN MALCOLM. The following four villages are hereby let in farm for seven years from the year 1227 or Sumbat 1876 to the year 1233 or Sumbat 1883 in A.D.

I of my own accord relinquish all the aforesaid villages and execute this Decd.

*Dated 11th Chytr Boodee 1880 Sumbut or 1231.*

Witnesses :

(Sd.) POTAIL PIRTHEB SING.  
 KOONWUR SAWUNT SING, "  
 HUTTEH SING, "  
 MOHUN SING, "  
 of Barkhera Khord, "  
 SAN KALTA CHOWDHERRER, "  
 of Pergunnah Naulcha, "  
 CHINTAMAN CHOWDHERRER, "  
 Kanoongoe of Pergunnah Naulcha, "  
 THAKOOR KANAK SING, "  
 Dependant of Potail Mohun Sing of Rajgurrh.  
 JAMADAR SAIYAD HANIF. "

# NO. CCLXVI.

ION of an ISTAMRAR PATTA granting in perpetuity the of TIRLA in DHAR on the part of RAMCHANDAR RAO Chief of DHAR, to SHEO SING BHUMIA of NIMKHERA INDOLA PARGANA.

ed village has been continued to the Bhumiya and his dar and the Dhar Government in accordance with them from ancient date on the following condi-

the district from the borders of Sultan- Bheels or robbers, etc., were to be abtants of Dhar of their cattle ere to be subjected to any injury

village on the above conditions mounting to Hali Rupees 350

conditions above specified nd others suffered serious ed the village of Tirla,

pany's Line, shall be carried out by the Company at its own cost, on estimates sanctioned and approved by His Highness' Government and the Consulting Engineer, and the Company shall receive from His Highness' Government rent at the rate of 4 per cent. per annum on all such expenditure as may be so incurred in respect to works for the sole use of the Railway; as also on the Capital cost of existing works which may be used solely by the Railway. Similarly: rent shall also be paid at the same rate by His Highness' Government to the Company on a proportion (to be arranged in accordance with established practice) of the cost of existing works or expenditure which may be incurred in additions to or alterations of such works, or in providing additional works which may be used jointly by the Railway and the Company. It shall be understood that by reason of the payment of rent in respect to works in sole or joint use within the Company's premises, His Highness' Government shall acquire no right of property thereby.

11. During the continuance of this contract the Company shall have entire control of the Railway, shall supply all staff required for the supervision and working, including that for audit and accounts, and shall supply all locomotives and other rolling stock, fuel and working stores required for the efficient working of the Railway.

12. The Company shall charge such rates, fares, and tolls and shall make such rules, conditions, and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time in force on the Indian Midland Railway; and it shall be understood that the Company will not make or give any undue or unreasonable preference or advantage to, or in favour of, any particular person or Company, or any description of traffic, or subject any particular person or Company to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop traffic on the Railway.

13. All costs, charges and expenses incurred by the Company, in connexion with the maintenance, management, use and working of the Railway, and the conveyance of traffic thereon shall be paid by the Company; provided that in the event of the telegraph lines and instruments not being the property of the Railway, the cost of rent (and maintenance)\* of the same shall be a charge against the Railway.

14. The gross receipts of the Railway are to be collected and treated as receipts of the Company, and the Company shall pay the same into the Government Treasury in the same way as their own earnings. The expression "gross receipts" in this Agreement means and includes gross earnings from coaching and goods traffic and moneys received by the Company from the working of any telegraphs or telegraphic appliances which are the property of the Railway or of which the Government of India have allowed the Company the exclusive use for the purposes of the Railway; also all sums received as rent, and all other sundry receipts usually treated as Railway Revenue.

\* The words "and maintenance" were subsequently omitted.





## GWALIOR.

APPENDIX No. II.—*Page 31.*

MEMORANDUM of Agreement made the fourth day of August one thousand eight hundred and ninety-six between the Government of HIS HIGHNESS the MAHARAJAH SCINDIA of GWALIOR (hereinafter called HIS HIGHNESS' Government) of the first part and the INDIAN MIDLAND RAILWAY Company, "Limited" (hereinafter called the Company) of the other part, for the working of HIS HIGHNESS the MAHARAJAH'S RAILWAY (hereinafter called the Railway) commencing at mileage 32 and 1 furlong from BHOPAL Station at a point near and east of PARBATI Station and extending to UJJAIN station in the territory of HIS HIGHNESS the MAHARAJAH.

1. This Agreement shall remain in force during the continuance of the principal contract or for a period of ten years whichever shall first fall in from the date of the opening of the Railway for public traffic of all kinds, and shall be terminable then, or on the 30th June or 31st December in any year thereafter, on not less than twelve months' notice in writing being given by either party to this Agreement.

2. The Railway during the term of this Agreement is to be worked by the Company as part of the undertaking, subject to the same arrangements as are in force with the Company itself under the principal contract with the Secretary of State for India, dated the 2nd of October 1885, except as hereinafter modified.

3. All communications between His Highness' Government and the Company, under this Agreement, shall pass through the Resident at Gwalior and the Consulting Engineer to the Government of India, Lucknow Circle, or such other Officer as the Government of India may from time to time appoint, to undertake the same general duties with respect to the Railway as are entrusted to that Officer by the Government of India in respect to the Indian Midland Railway.

4. The Railway shall be constructed, in every respect, in a substantial and satisfactory manner, and the works, permanent-way, buildings, fixed machinery, etc., on it shall be in every particular up to the standard applicable to State Railways, or equal to that on which the Company's own line has been built, and stations and other buildings shall be fully equipped with the usual plant, fittings, furniture and appliances.



make good any damage that may occur to the said Railway and works, or any portion thereof, which may arise from defective original construction, or may be caused by any extraordinary casualty not due to defects in the maintenance or working of the Railway by the Company, and to the occurrence of which the Company shall not have in any way contributed by any act, neglect, or default of their own. Provided, that if in any case His Highness' Government and the Company shall not agree as to the liability of the Company under this section, the matter in question shall be referred to arbitration as hereinafter provided, and the decision arrived at on such arbitration shall be binding on both parties to the reference.

10. During the continuance of this contract the Company shall have entire control of the Railway, shall supply all staff required for the supervision and working, including that for audit and accounts, and shall supply all locomotives and other rolling stock, fuel and working stores required for the efficient working of the Railway.

11. The Company shall charge generally such rates, fares, and tolls as are within the schedule of maxima and minima rates sanctioned by Government from time to time for the Indian Midland Railway, and shall make such rules, conditions, and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time, in force on the Indian Midland Railway; and it shall be understood that the Company will not make or give any undue or unreasonable preference, or advantage to, or in favour of, any particular person or Company, or any description of traffic, or subject any particular person or Company, to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop traffic on the Railway.

12. All costs, charges and expenses incurred by the Company in connexion with the maintenance, management, use and working of the Railway, and the conveyance of the traffic thereon shall be paid by the Company, provided that, in the event of the telegraph lines and instruments not being the property of the Railway, the cost of the rent of the same shall be a charge against the Railway; and provided that the rent charged by the Bombay, Baroda and Central India Railway for the use of the Station and accommodation provided by that Company at Ujjain shall be charged against the Railway.

13. The gross receipts of the Railway are to be collected and treated as receipts of the Company, and the Company shall pay the same into the Government Treasury in the same way as their own earnings. The expression "gross receipts" as used in this Agreement means and includes gross earnings from coaching and goods traffic and moneys received by the Company from the working of any telegraphs or telegraphic appliances which are the property of the Railway or of which the Government of India have allowed the Company the exclusive use for the purposes of the Railway; also all sums received as rent and all other sundry receipts usually treated as Railway Revenue.



Company under the terms of this Agreement. Further: schedules shall be prepared by the representatives of the Railway and the Company of alterations and additions to existing works, fixed machinery, etc., and of additional works, fixed machinery, etc., that may be necessary for the proper completion of the Railway, in accordance with the requirements above noted or the orders of the Consulting Engineer, in view to the works, fixed machinery, etc., in question being provided at the cost of the Railway. A list giving particulars of all furniture and moveable equipment at stations shall be prepared at the same time.

7. Such schedules and list shall be submitted to the Agent of the Company in India, and when they are finally accepted by him on behalf of the Company, and by the Consulting Engineer, His Highness' Government shall hand over the Railway to the Company, and the Company will accept the Railway for the purposes of this Agreement, and will forthwith open the Railway for public traffic,—His Highness' Government guaranteeing to the Company full and undisturbed possession of the Railway at all times during the continuance of this Agreement.

8. All additional works, and alterations in existing works that are not of the nature of repairs, which may from time to time be agreed upon, between His Highness' Government and the Company, as necessary for the efficient working of the Railway, shall be carried out by the Company at the cost of His Highness' Government on estimates sanctioned and approved by His Highness' Government and the Consulting Engineer.

9. The Company shall maintain the Railway in good repair and in good working order and condition up to the standard of its own Line, and to the satisfaction of the Consulting Engineer, upon the following terms—that is to say, the costs and expenses of such maintenance shall be borne by the Company so far only as such maintenance shall be necessary to make good damage caused by the ordinary wear and tear incidental to the use and working of the said Railway and works by the Company, and the conveyance of traffic thereon by the Company, and not further or otherwise; and the Company shall not bear nor be put to any cost or expense for or in respect of any repair, restoration, renewal, or replacement necessary to make good any damage that may occur to the said Railway and works, or any portion thereof, which may arise from defective original construction, or may be caused by any extraordinary casualty not due to defects in the maintenance or working of the railway by the Company, and to the occurrence of which the Company shall not have in any way contributed by any act, neglect, or default of their own. Provided, that if in any case His Highness' Government and the Company shall not agree as to the liabilities of the Company under this section, the matter in question shall be referred to arbitration as hereinafter provided, and the decision arrived at on such arbitration shall be binding on both parties to the reference.

10. All additional works and additions to and alterations of existing works within the Company's boundaries, as may be necessary at Bina Junction in consequence of the connection of the Railway with the Com-

Nagda-Ujjain Railway in proportion to the weight of traffic of each line dealt with at Nagda. Of the share debitable to the Nagda-Ujjain Railway so much as represents interest on cost of works, etc., at 4 per cent. per annum shall be paid by His Highness' Government to the Company in addition to the percentage for working under Clause 7 and the balance representing maintenance shall be borne by the Company out of the charge referred to in Clause 7.

(b) The interest and maintenance charges at the rate of  $6\frac{1}{2}$  per cent. per annum for structures, and 9 per cent. per annum for ballast and permanent-way upon the expenditure on the length of line from where the Nagda-Ujjain line enters upon Rajputana-Malwa Railway land near the Sipra Bridge up to the west end of Ujjain Station (excluding the Sipra Bridge regarding which other arrangements have been made) *vide* Schedule II shall be divided between the Rajputana-Malwa Railway and the Nagda-Ujjain Railway in proportion to the weight of traffic of each line which passes over the section. Of the share debitable to the Nagda-Ujjain Railway so much as represents interest on cost of works, etc., at 4 per cent. per annum shall be paid by His Highness' Government to the Company in addition to the percentage for working under Clause 7 and the balance representing maintenance shall be borne by the Company out of the charge referred to in Clause 7.

(c) The interest at the rate of 4 per cent. per annum upon the expenditure on works constructed at Ujjain by the Rajputana-Malwa Railway for the exclusive use of the Nagda-Ujjain Railway (*vide* Schedule III) shall be debited to the Nagda-Ujjain Railway. Charges for maintenance of works paid for by Nagda-Ujjain Railway. The Company shall, however, maintain such works at its own cost under Clauses 7 and 8 of this Agreement.

(d) The interest and maintenance charges accruing at Ujjain, with the exception of those works mentioned in Schedule III referred to in para. (c) of Clause 9 of the Agreement, shall be charged to the Rajputana-Malwa Railway, the Ujjain-Bhopal Railway and the Nagda-Ujjain Railway in accordance with the separate Agreement for the Ujjain station.

10. The cost of all additional works or such improvements to existing works as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to Construction account, shall be dealt with as follows :—

(a) All works estimated to cost over Rs. 1,000 shall be charged to the Capital account of the Nagda-Ujjain Railway and shall be debited direct to His Highness' Government.

(b) In the case of works estimated to cost Rs. 1,000 or less, a charge to Revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same half-year on the Bombay, Baroda and Central India Railway; beyond this limit expenditure on works estimated to cost Rs. 1,000 or less shall be charged to the Capital account of

15. For working and maintaining the Railway, as heretofore provided, the Company shall retain 50 per cent. of the Gross Receipts of the Railway, and shall receive rent for works, etc., in sole and joint use at Bina Junction as laid down in clause 10 of this Agreement.

16. The Company shall keep a distinct and separate account of the gross receipts of the Railway. Such accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in each year, or to such other days as may at any time be prescribed for Indian State Railways, and so soon as the half-yearly accounts of the Company have been passed by the Consulting Engineer, and not later than three months after the close of each half-year, the Company shall render to His Highness' Government through the Consulting Engineer a summary of the accounts of the Railway signed by the Consulting Engineer and by the Government Examiner of Accounts attached to the Indian Midland Railway, and shall pay over to His Highness' Government the amount shown therein as due to them. Every revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to His Highness' Government, but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent revenue account.

17. If His Highness' Government and the Railway Company shall fail to agree touching any matter with respect to which their agreement is required by this contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between His Highness' Government and the Company, touching this contract, or any clause or thing herein contained, or the construction thereof, or any matter connected with this contract or the operation thereof or the rights, duties, or liabilities of either party in relation to the contract, then and in every such case the matter to which His Highness' Government and the Company shall fail to agree, or the matter in difference, as the case may be, shall be referred for the decision of the Government of India.

(Sd.) F. T. RICKARDS,

(Sd.) M. FILOSE,

Agent,

Indian Midland Railway. Chief Secretary, Huzar Durbar, Gwalior.

15th July 1896.

Signed in presence of

(Sd.) W. C. ANDERSON,

Chief Auditor,

Indian Midland Railway.

(Sd.) HERBERT J. CLARK,

Acting Secretary to Agent,  
Indian Midland Railway.

Consulting Engineer,  
to the Government of India,  
Lucknow Circle.



18. The Indian Railways Act, and the Standing Regulations of the Company as applicable to the Rajputana-Malwa line, as approved by the Governor-General in Council under the Indian Railway Act, which have been accepted by His Highness' Government, shall apply to the Nagda-Ujjain Railway. The above Act and the Standing Regulations shall, within Railway limits on the Nagda-Ujjain Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried.

19. The telegraph line along the Nagda-Ujjain Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the line in strict accordance with the rules which have been, or which from time to time may be, authorised by the Governor-General in Council for the adoption and working of licensed Railway telegraph lines in British India.

20. Any question of dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

21. The foregoing clauses are subject to confirmation by the Board of Directors of the Company.

M. FILOSE,  
*Chief Secretary,*  
*Huzur Durbar, Gwalior State.*

W. HARVEY,  
*Acting Agent,*  
*B., B. & C. I. Railway.*

J. WILLCOCKS,  
*Consulting Engineer for Rys.,*  
**BOMBAY.**

5. To meet the loss of ballast resulting from the subsidence, of embankments subsequent to the opening of the Railway, all embankments shall be fully ballasted, in the first instance, and before opening for general traffic with sand or sound moorum temporary ballast; and a full section of permanent ballast or 87,000 c.ft. per mile of track shall be also provided by the Railway on cess or in Depot for subsequent use.

6. When the Railway is declared to be completed, and has been inspected by the Consulting Engineer to the Government of India, Lucknow Circle (or such other Officer as the Government of India may appoint), and passed by him as fit for the conveyance of passenger and goods traffic, it shall be made over to the Company under the terms of this Agreement. Further; within one year of opening, for all descriptions of traffic, schedules shall be prepared by the representatives of the Railway and the Company of alterations and additions to existing works, in which shall be included the estimated cost of spreading and packing permanent ballast referred to in clause-5 above, as well as fixed machinery, etc., and of additional works, fixed machinery, etc., that may be necessary for the proper completion of the Railway, in accordance with the requirements above noted or the orders of the Consulting Engineer, in view to the works, fixed machinery, etc., in question being provided at the cost of the Railway. A list giving particulars of all furniture and moveable equipment at stations shall be prepared at the same time.

7. Such schedules and list shall be submitted to the Agent of the Company in India, and when they are finally accepted by him on behalf of the Company, and by the Consulting Engineer, His Highness' Government shall hand over the Railway to the Company, and the Company will accept the Railway for the purposes of this Agreement,—His Highness' Government guaranteeing to the Company full and undisturbed possession of the Railway at all times during the continuance of this Agreement.

8. Except as provided in para. 9, all additional works, and alterations in existing works that are not of the nature of repairs, which may from time to time be agreed upon, between His Highness' Government and the Company, as necessary for the efficient working of the Railway, shall be carried out by the Company at the cost of His Highness' Government, on estimates sanctioned and approved by His Highness' Government and the Consulting Engineer.

9. The Company shall maintain the Railway in good repair and in good working order and condition up to the standard of its own line, and to the satisfaction of the Consulting Engineer, upon the following terms — that is to say, the costs and expenses of such maintenance shall be borne by the Company so far only as such maintenance shall be necessary to make good damage caused by the ordinary wear and tear incidental to the use and working of the said Railway and works by the Company, and the conveyance of traffic thereon by the Company, and not further or otherwise; and the Company shall not be put to any cost or expense for or in respect of any repair, restoration, renewal, or replacement necessary to

## SCHEDULE II.

*Cost of joint works in use between the Rajputana-Malwa Railway and the Nagda-Ujjain Railway from the point of entry on Rajputana-Malwa Railway land to the West distant signal at Ujjain (excluding the Sipra Bridge) interest and maintenance charges on which, at the rates specified below, are to be divided between the Rajputana-Malwa Railway and the Nagda-Ujjain Railway in proportion to the weight of traffic of each line which passes over the section, vide Clause 9 (b) of the Agreement.*

Description of works.	Cost.	Total.	REMARKS.
	Rs.	Rs.	
AT 9 PER CENT. PER ANNUM.			
<i>Original works.</i>			
Ballast . . . . .	6,447		
<i>New works.</i>			
Ballast and permanent-way . . . . .	20,188	26,635	
AT 6½ PER CENT. PER ANNUM.			
<i>Original works.</i>			
Earthwork . . . . .	55,922		
Minor Bridges . . . . .	394		
Level-crossings . . . . .	2,164		
Fencing . . . . .	6,716		
<i>New works.</i>			
Sipra North distant signal . . . . .	262		
New cabin for interlocking arrangements.	2,614		
Interlocking apparatus . . . . .	1,801		
Quarters for Sipra Bridge watchmen and sentry boxes.	364		
Two armed distant signal with lamps and spectacles.	1,155		
Signalling hut . . . . .	1,752		
		73,147	
Total . . . . .	...	99,782	Sentry boxes not yet provided.

14. For working and maintaining the Railway, as hereinbefore provided, the Company shall retain 50 per cent. of the gross receipts of the Railway of each half-year.

15. The Company shall keep a distinct and separate account of the gross receipts of the Railway. Such accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in each year, or to such other days as may at any time be prescribed for Indian State Railways, and so soon as the half-yearly accounts of the Company have been passed by the Consulting Engineer, and not later than three months after the close of each half-year, the Company shall render to His Highness' Government through the Consulting Engineer, a summary of the account of the Railway, signed by the Consulting Engineer and by the Government Examiner of Accounts attached to the Indian Midland Railway, and shall pay over to His Highness' Government the amount shown therein as due to them. Every revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to His Highness' Government, but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent revenue account.

16. If His Highness' Government and the Railway Company shall fail to agree touching any matter with respect to which their agreement is required by this contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between His Highness' Government and the Company, touching this contract, or any clause or thing herein contained, or the Construction thereof, or any matter connected with this contract or the operation thereof, or the rights, duties, or liabilities of either party in relation to the contract, then and in every such case the matter to which His Highness' Government and the Company shall fail to agree, or the matter in difference, as the case may be, shall be referred for the decision of the Government of India.

(Sd.) F. T. RICKARDS,

Agent,

Indian Midland Railway.

(Sd.) M. FILOSE,

Chief Secretary,

Huzur Durbar, Gwalior.

(Sd.) FRANK MUIR,

Secretary to Agent.

Witness.

(Sd.) H. RIGG,

Consulting Engineer,

to the Government of India,

Lucknow Circle.

## GWALIOR.

## APPENDIX No. IV.—Page 32.

COPY OF LETTER NO. 365 R. T., DATED THE 27TH MARCH 1900, FROM THE GOVERNMENT OF INDIA TO THE AGENT TO THE GOVERNOR GENERAL FOR CENTRAL INDIA.

I am directed to inform you that Her Majesty's Secretary of State for India has decided that the Rajputana-Malwa Railway and connected lines shall continue to be worked by the Bombay, Baroda and Central India Railway Company, during the interval between the 30th June 1900, when the present agreement for working the Rajputana-Malwa Railway will terminate, and the 30th June 1906, when the Bombay, Baroda and Central India Railway Company's contract is determinable.

2. Under the terms which the Secretary of State has accepted to form the basis of a revised agreement, the working expenses of the whole of the Bombay, Baroda and Central India Railway System including all branch and subsidiary lines, except those of different gauge to the portion of the main lines — Rajpipla and the Gaekwar's Dhaboi Railways — with which they are connected, are to be charged to one account and divided *pro rata* over the various component sections of the system in proportion to their respective shares in the gross earnings.

3. As, however, the agreement which was approved of in the Government of India letter No. 1251 R. T., dated the 16th December 1899, provides for the working of the Nagda-Ujjain Railway at the same percentage of gross earnings as obtains on the standard gauge system worked by the Bombay, Baroda and Central India Railway Company, I am to request that His Highness the Maharaja Scindia may be asked if he will agree to the slight modification involved by the arrangement accepted by the Secretary of State in the basis for calculating the working expenses of the Nagda-Ujjain Railway during the period referred to in the first paragraph of this letter.

5. (a) The Nagda-Ujjain Railway, including stations, station buildings, station machinery, sheets, plant, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash safes, engine and repairing sheds, provision for water supply and all other necessary appliances for working the line, and including also such works as are required at Nagda and Ujjain for the sole use of the Nagda-Ujjain Railway, shall be provided by, or at the cost of, His Highness' Government, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by the Company at the cost of His Highness' Government, and charged to the Capital Account of the line.

(b) Funds to cover the cost of all works payable by His Highness' Government must be deposited in advance on the application of the Company.

(c) Funds for the construction of all works used in common at Nagda and Ujjain shall be found by the Bombay, Baroda and Central India Railway as workers of the Godhra-Rutlam-Nagda and Rajputana-Malwa Railways in the same way as funds for the latter Railways are provided. (d) His Highness' Government will provide funds for works dismantled and abandoned at Nagda or Ujjain of the cost of which a share or the whole falls to be borne by His Highness' Government.

(e) His Highness' Government will not hereby acquire any right of property within the premises of the Godhra-Rutlam-Nagda and Rajputana-Malwa Railways at Nagda and Ujjain, respectively.

6. The whole of the engines, carriages, wagons, and other appliances for the equipment of trains and vehicles shall be provided by the Company.

7. As regards ordinary maintenance of way and works, including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department (but excluding the cost of repairs due to such visitations as extraordinary floods or earthquakes), and as regards the expenses incurred in working the whole line in other Departments, the Company shall charge to His Highness' Government the same percentage of the gross earnings as may be incurred in these Departments of the half-year in question on the whole Broad-gauge System worked by the Company, and these charges shall be held to include supervision and the use of rolling stock.

8. From the amounts thus apportioned chargeable as working expenses, the Company shall defray all the working charges and pay the salaries of the staff (including Junction Staff) and provide stationery, tickets, coal, oil, grease, current consumable stores, and all other necessary materials for the proper and efficient working of the Nagda-Ujjain Railway.

9. (a) The interest and maintenance charges at the rate of  $6\frac{1}{2}$  per cent. Charges for main- per annum for structures, and 9 per cent. per tenance of joint-works. annum for ballast and permanent-way upon the expenditure on joint works at Nagda (*vide* Schedule I) shall be divided between the Godhra-Rutlam-Nagda Railway, and the

## SCHEDULE II.

*Cost of joint works in use between the Rajputana-Malwa Railway and the Nagda-Ujjain Railway from the point of entry on Rajputana-Malwa Railway land to the West distant signal at Ujjain (excluding the Sipra Bridge) interest and maintenance charges on which, at the rates specified below, are to be divided between the Rajputana-Malwa Railway and the Nagda-Ujjain Railway in proportion to the weight of traffic of each line which passes over the section, vide Clause 9 (b) of the Agreement.*

Description of works.	Cost.	Total.	REMARKS.
AT 9 PER CENT. PER ANNUM.	Rs.	Rs.	
<i>Original works.</i>			
Ballast . . . . .	6,447		
<i>New works.</i>			
Ballast and permanent-way . . . . .	20,188		
	26,635		
Add—Supervision at 10 per cent. . . . .	2,664	29,299	
AT 6½ PER CENT. PER ANNUM.			
<i>Original works.</i>			
Earthwork . . . . .	55,922		
Minor Bridges . . . . .	394		
Level-crossings . . . . .	2,164		
Fencing . . . . .	6,716		
<i>New works</i>			
Sipra North distant signal . . . . .	262		
New cabin for interlocking arrangements . . . . .	2,297		
Cost of signals . . . . .	551		
Interlocking apparatus . . . . .	1,802		
Quarters for Sipra Bridge watchmen and sentry boxes . . . . .	504		
Two armed distant signal with lamps and spectacles . . . . .	1,022		
Signalling hut . . . . .	1,752		
Furniture and appliances . . . . .	126		
	73,512		
Add—Supervision at 10 per cent. . . . .	7,351	80,863	
Grand Total . . . . .	.....	1,10,162	

- the Nagda-Ujjain Railway and shall be debited direct to His Highness' Government.
11. The Company shall be responsible for the collection of all the revenue appertaining to the Nagda-Ujjain Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government, and shall pay the same into the Treasury in the same manner as their own earnings.
12. The Company shall furnish His Highness' Government through the Agent to the Governor-General in Central India and the Consulting Engineer for Railways to the Government of Bombay, with a weekly return of the approximate earnings of the Nagda-Ujjain Railway, and, at the close of each half-year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer and the Company.
13. Advances shall be made by the Government Treasury to meet the cost of working the Nagda-Ujjain Railway.
14. The account as between the Bombay Government and His Highness' Government shall be finally adjusted at the close of each half-year, as soon as possible after the Revenue account is rendered, and the balance in favour of or against His Highness' Government shall then be paid over to it or by it, as the case may be.
15. (a) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic and the classification of goods on the Nagda-Ujjain Railway shall, as far as may be, conform to those generally in force on the Godhra-Rutlam-Nagda Railway.
- (b) Through rates and fares between stations on the Nagda-Ujjain Railway and stations on the Company's own line or on other lines worked by the Company shall, after apportioning in equal shares any terminal, that may be charged at stations of despatch and receipts, be divided in proportion to "mileage."
- (c) Any terminals levied on traffic from and to the Indian Midland Railway and beyond to and from stations on the Nagda-Ujjain Railway shall be credited in full to the latter Railway.
- (d) Mails and postal officers on duty will be carried at the rates and on the conditions which may be in force from time to time on State Railways.
16. All money transactions under this Agreement, as between the Bombay Government, His Highness' Government and the Company shall be in British Government Rupees, and the Company are to accept the British currency only in payment of fares and rates.
17. The three saloon carriages presented by the Government of India to His Highness the Maharaja for use on the Indian Midland Railway shall be allowed to run *free of charge* on the Nagda-Ujjain Railway.



## GWALIOR.

APPENDIX NO. V.—*Page 33.*

MEMORANDUM OF AGREEMENT made this Twelfth day of May One thousand eight hundred and ninety-nine between THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJAH SCINDIA OF GWALIOR (hereinafter called His Highness' Government) of the first part, and the INDIAN MIDLAND RAILWAY COMPANY, LIMITED (hereinafter called The Company), of the other part, for the working of His Highness The Maharajah's Railway forming a portion of the Guna-Baran Railway (hereinafter called The Railway) commencing at mileage 216 and 4,912 feet from Itarsi Junction in the direction of Baran and extending to mileage 238 and 4,642 feet from Itarsi Junction in the same direction.

1. This Agreement shall remain in force until the expiration of the Principal Contract subsisting between the Company and the Secretary of State for India, dated the 2nd of October 1885, or until the expiration of a period of ten years from the date of the opening of the Railway for public traffic of all kinds, whichever period shall first expire, and shall be determinable then, or upon the 30th June or the 31st December in any year thereafter, provided that not less than twelve months' previous notice in writing has been given by one of the parties to this Agreement to the other of them.

2. The Railway during the term of this Agreement is to be worked by the Company as part of the undertaking, which consists of the Indian Midland Railway and Railways worked by the Company, subject to the same arrangements as are in force with the Company itself under the Principal Contract, except as hereinafter modified.

3. All communications of importance, or involving Capital expenditure between His Highness' Government and the Company, under this Agreement, shall pass through the Resident at Gwalior and the Consulting Engineer to the Government of India, Lucknow Circle, or such other Officer as the Government of India may from time to time appoint to undertake the same general duties with respect to the Railway, as are entrusted to that Officer by the Government of India in respect to the Indian Midland Railway. All correspondence as to details in connexion with sanctioned works, and as to traffic and other matters, shall be carried on direct between the Resident at Gwalior and the Indian Midland Railway Company.

4. Within one year from the opening of the Railway, or as soon as possible before the expiration of that period, the Railway shall be completely

Cost of joint works at Nagda station, interest and maintenance charges on which, at the rates specified below, are to be divided between the Gadhra-Rutlam-Nagda Railway, and the Nagda-Ujjain Railway in proportion to the weight of traffic of each line dealt with at Nagda, vide Clause 9 (a) of the Agreement.

Description of works.	At 9 per cent. per annum.		At 6½ per cent. per annum.		Total
	Rs.	A. P.	Rs.	A. P.	
Points and crossings	1,725	13	0	0	1,725
Permanent-way in main line, platform line and 3rd line.	23,856	0	0	0	23,856
Scotch blocks	20	0	0	0	20
Crossing Sleepers	674	10	0	0	674
Ballast	900	0	0	0	900
Well 20' diameter	2,517	3	6	6	2,517
Steam pump with boiler and engine and pump-house.	5,489	13	6	6	5,489
Piping	4,511	2	0	0	4,511
Water columns 2	2,790	2	3	3	2,790
Water tank	5,822	8	9	9	5,822
Passenger platform	3,030	11	8	8	3,030
Station building	6,699	15	10	10	6,699
Station Masters and Deputy Station Masters and Mentials' quarters.	3,460	3	2	2	3,460
Pump Driver's quarters	1,178	1	0	0	1,178
Permanent-way Inspector's Bungalow	5,371	13	4	4	5,371
Hand pump, frame lift, and force	234	0	0	0	234
Goods platform, kutcha	135	0	0	0	135
Latrine	394	5	3	3	394
Latrine	100	0	0	0	100
Ticket counter	100	0	0	0	100
Name boards	100	0	0	0	100
Roads approach to Station buildings	100	0	0	0	100
Quarters for Police	1,866	0	0	0	1,866
Weighing Machine	232	3	0	0	232
Asphalt	2,308	1	6	6	2,308
Station and Office furniture	819	3	0	0	819
Electric telegraph	256	0	1	1	256
Fencing Station yard	1,835	9	5	5	1,835
	Rs.	A. P.	Rs.	A. P.	Rs.
Cost.	27,177	0	0	0	27,177
Total.	49,252	1	3	76,429	1
REMARKS.					

equipment have been fully provided, and shall be signed by a representative of the Railway and a representative of the Company.

8. Except as provided in clause 7, all additional works and alterations in existing works that are not of the nature of repairs or new minor works, which may from time to time be agreed upon, between His Highness' Government and the Company, as necessary for the efficient working of the Railway, shall be carried out by the Company at the cost of His Highness' Government, on estimates sanctioned and approved by His Highness' Government and the Consulting Engineer.

9. For works which may be required after the first twelve months, the Company shall submit to His Highness' Government an estimate of the probable Capital requirements for the coming official year, and shall during the said year be at liberty to expend the amount mentioned in the estimate or such part thereof as may be necessary on objects properly chargeable to Capital without further reference to His Highness' Government, provided that if the expenditure is incurred on any work not specified in the said estimate, an explanation of the necessity for such expenditure shall be furnished to His Highness' Government at the earliest possible opportunity. Such estimates shall be submitted annually three months before the commencement of the official year. Or if, from any unforeseen circumstances, the total expenditure for which the estimate has been submitted is likely to be exceeded, a fresh application for funds with supplemental estimate shall be made as early as possible. His Highness' Government shall, after approval of the estimates, place at the disposal of the Company  $\frac{1}{4}$ th of the whole amount for which the estimate has been submitted, and shall without delay meet all further demands from time to time up to the total amount of the estimate. These estimates shall not include provision for additional ballast beyond the quantity provided for in clause 5.

10. The cost of works the execution of which under clause 9 of this Agreement is required to be carried out by the Company shall be dealt with as follows :—

- (a) All such works costing over Rs. 1,000 shall be charged to the Capital Account of the Railway and paid for by His Highness' Government.
- (b) Petty works costing not more than Rs. 1,000 each shall be charged to Revenue, and shall be met from the sum allowed to the Company for maintenance and working of the said Railway as hereinafter provided.

Provided always that if for any half-year the aggregate expenditure on petty works thereon shall exceed Rs. 20 per mile open in any half-year, such excess shall be charged to the Capital Account of the said Railway and shall be met by His Highness' Government.

11. The Company shall maintain the Railway in good repair and in good working order and condition up to the standard of its own line, and

## SCHEDULE III.

Cost of works constructed at Ujjain by Rajputana-Malwa Railway for the exclusive use of the Nagda-Ujjain Railway, interest charges on which, at the rates specified below, are to be apportioned between the Bombay, Baroda and Central India Railway and the Nagda-Ujjain Railway, in the manner laid down in Clause 9 (c) of the Agreement.

Particulars.	COST OF WORKS.		REMARKS.
	Estimated.	Actual.	
* AT 4 PER CENT. PER ANNUM.	Rs.	Rs.	Not yet done.
Carriage and Wagon Stores Office .	1,822	1,607	
Six units quarters for running room for native guards.	2,100	1,892	
Two additional units for running room for native guards.	1,241	...	
Eight units locomotive menials' quarters for native guards.	1,914	1,329	
TOTAL	7,784	5,311	
Add—Supervision at 10 per cent. .	707	483	

N.B.—Works between the south distant signal and south new advance points are joint and have been dealt with in the Schedules for joint works for the Rajputana-Malwa Railway, Nagda-Ujjain Railway and Ujjain-Bhopal Railway.

\* Note.—In addition to this 4 per cent. the Bombay, Baroda and Central India Railway will pay the Rajputana-Malwa Railway 2½ per cent. for maintenance of the buildings.

Company, provided that, in the event of the telegraph lines and instruments not being the property of the Railway, the cost of the rent of the same shall be a charge against the Railway.

16. The gross receipts of the Railway are to be collected and treated as receipts of the Company, and the Company shall pay the same into the Government Treasury in the same way as their own earnings. The expression "gross receipts," as used in this Agreement, means and includes gross earnings from coaching and goods traffic, and moneys received by the Company from the working of any telegraphs or telegraphic appliances which are the property of the Railway, or of which the Government of India have allowed the Company the exclusive use for the purposes of the Railway ; also all sums received as rent and all other sundry receipts usually treated as Railway revenue.

17. The Company shall keep distinct and separate accounts of the gross receipts of the Railway. Such accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in each year, or to such other days as may at any time be prescribed for the Indian Midland Railway, and so soon as the half-yearly accounts of the Company have been passed by the Consulting Engineer, and not later than three months after the close of each half-year, the Company shall render to His Highness' Government, through the Consulting Engineer, a summary of the account of the Railway, signed by the Consulting Engineer and by the Government Examiner of Accounts attached to the Indian Midland Railway.

18. The amount of the said gross receipts, ascertained as in the last preceding paragraph mentioned, shall be dealt with as follows, namely, for working and maintaining the Railway, as hereinbefore provided, the Company shall retain out of the said gross receipts a sum that shall bear the same percentage to the entire gross receipts of the Railway for each half-year as the aggregate working expenses of the whole System of the Company (including the Railway) shall bear to the gross receipts of that System for the same half-year, but such sum shall not in any half-year exceed 50 per cent. of the entire gross receipts of the said Railway for that half-year, and the said sum shall be accepted by the Company in full satisfaction for the supply of rolling stock, plant and machinery, other than fixed machinery, and the managing, working and maintaining of the said Railway and works, in accordance with the provisions of this contract, and for the performance by the Company of every other obligation undertaken by them under this contract, with reference to the said Railway and works.

19. The remainder of the said gross receipts, after deduction of the sum so retained by the Company as aforesaid, shall be paid over to His Highness' Government in the manner prescribed by the Government of India. Every Revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to His Highness' Government, but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent Revenue account.

SCHEDULE I.

Cost of joint works at Nagda station, interest and maintenance charges on which, at the rates specified below, are to be divided between the Godhri-Rutlam-Nagda Railway and the Nagda-Ujjain Railway in proportion to the weight of traffic of each line dealt with at Nagda, vide Clause 9 (a) of the Agreement.

Description of works.	Cost.		Total.	REMARKS.
	Rs.	A. P.		
At 9 PER CENT. PER ANNUM.	1,725	13	29,895	Rs. A. P.
Points and crossings.	3,856	0		
Permanent-way in main line, platform line and 3rd line.	20	9	27,177	0
Scotch blocks	674	10		
Crossing Sleepers	900	0	2,718	0
Ballast	2,717	0		
Add—Supervision at 10 per cent	27,177	0	29,895	0
At 6½ PER CENT. PER ANNUM.	2,517	3		
Well 20' diameter	5,489	13	49,252	1
Steam pump with boiler and engine and pump-house.	4,511	2		
Piping	2,790	2	4,925	0
Water columns 2	8	9		
Water tank	5,822	8	1,835	9
Passenger platform	3,030	11		
Station building	6,697	15	1,835	9
Station Masters' and Deputy Station Masters' quarters.	3,460	3		
Pump Driver's quarters	1,178	1	2,308	1
Permanent-way Inspector's Bungalow	5,371	13		
Hand pump, frame lift, and force	234	0	256	0
Goods platform, kutcha	135	0		
Latrine	394	5	819	3
Ticket counter	100	0		
Name boards	100	0	1,866	0
Roads approach to Station buildings	100	0		
Quarters for Police	1,866	0	2,308	1
Weighing Machine	232	3		
Ashpit	2,308	1	256	0
Station and Office furniture	819	3		
Electric telegraph	256	0	49,252	1
Fencing Station yard	1,835	9		
Add—Supervision at 10 per cent.	49,252	1	54,177	1
Grand Total	4,925	0		
	84,072	1	3	

## GWALIOR.

APPENDIX No. VI.—*Page 33.*

MEMORANDUM of Agreement made this 11th day of October one thousand nine hundred between THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJAH SCINDIA OF GWALIOR (hereinafter called His Highness' Government) of the first part and the INDIAN MIDLAND RAILWAY COMPANY LIMITED (hereinafter called the Company) of the other part, for the working of the Trains and Traffic on the Gwalior Light Railways belonging to His Highness the Maharajah, from Gwalior to Sipri,  $73\frac{3}{4}$  miles, and from Gwalior to Bind,  $52\frac{1}{4}$  miles.

1. This Agreement shall be considered as in force from the date of the opening of the Gwalior Light Railways, or the 2nd December 1899 until the 31st day of December 1900, and shall thereafter be subject to three months' notice of its termination being given in writing by either party to the Agreement.

2. The Gwalior Light Railways, except such portion as may be constructed within the Company's boundary, shall be completely constructed by His Highness' Government, and Stations and other Buildings shall be equipped with the usual fittings, furniture and appliances. His Highness' Government shall also supply all Locomotive and other Rolling Stock, Plant and Machinery, necessary for the purposes of working the Railways.

3. The maintenance of way and works and all Station fittings, except as provided in clause 10, shall be carried out by staff in the employ of His Highness' Government, under the orders of the Engineer-in-Chief, in charge of the Gwalior Light Railways.

4. His Highness' Government shall also keep the Rolling Stock, Plant and Machinery in repair and working condition, and shall appoint a Superintendent in charge of the Rolling Stock.

5. The Company shall undertake all arrangements for working the Trains and Traffic on the Gwalior Light Railways, both Coaching and Goods, and for keeping and auditing the Traffic Accounts, which include the *Through* Traffic accounts with the Indian Midland and other Railways, as well as the *Local* Traffic accounts of the Gwalior Light Railways.

6. All matters connected with the working of the Traffic on the Gwalior Light Railways shall be under the direct control and supervision of the Company, and in connexion with the working of the Train and movement of Engines over any portion of the Gwalior Light Railways, the servants of

## SCHEDULE III.

Cost of works constructed at Ujjain by Rajputana-Malwa Railway for the exclusive use of the Nagda-Ujjain Railway, interest charges on which, at the rates specified below, are to be debited to the Nagda-Ujjain Railway, as laid down in Clause 9 (c) of the Agreement.

Description of works.	Cost.	Total.	REMARKS.
* At 4 per cent. per annum.		Rs.	
Carriage and Wagon Stores Office.	1,607	6,561	
Six units quarters for running room for native guards.	1,892		
Two additional units for running room for native guards.	1,079	654	
Eight units Locomotive menials' quarters.	1,329		
Furniture and appliances for guards' running room and goods office.	654		
Add—Supervision at 10 per cent.		6,561	
Total		7,217	

*N.B.—(a)* Works between the south distant signal and south new advance points are joint and have been dealt with in the Schedules for joint works for the Rajputana-Malwa Railway, Nagda-Ujjain Railway and Ujjain-Bhopal Railway.

*(b)* Works provided at Ujjain by the B., B. & C. I. Railway for the exclusive use of the Broad Gauge lines (Nagda-Ujjain and Ujjain-Bhopal Railways), the Capital Cost of which has been borne wholly by the R.-M. Ujjain Railway and Ujjain-Bhopal Railway, have been dealt with in Schedule IV appended to the Agreement for working the Ujjain Junction Station.

*(c)* For the maintenance of the Broad-gauge Ballast and Permanent Station. Ujjain-Bhopal Railway, 5 per cent. on the moiety of the sum of Rs. 1,61,246 is charged to the Nagda-Ujjain Railway as laid down in Schedule IV of the Agreement for working the Junction Station with the Ujjain-Bhopal Railway. (G. I. P. Railway.)

\* NOTE.—In addition to this 4 per cent. the Bombay, Baroda and Central India Railway will pay the Rajputana-Malwa Railway  $2\frac{1}{2}$  per cent. for maintenance of the buildings



15. Accidents on the line will be dealt with and reported by the Officials of the Company in accordance with the rules laid down by the Government of India, a report of all such occurrences being also made to His Highness' Government through the Chief Secretary, Huzoor Durbar, Gwalior.

16. Correspondence relating to ordinary matters such as are dealt with by Heads of Departments in ordinary Railway working will be carried on between the Heads of the Traffic and Audit Departments of the Company and the Heads of the Locomotive and Engineering Departments of His Highness' Government, in the usual manner. Matters which are usually referred through the Agent of the Company will be dealt with in correspondence with the Resident at Gwalior, or the Chief Secretary, according to precedent.

17. The Company shall charge generally over the Gwalior Light Railways such rates, fares and tolls as are within the schedule of maxima and minima rates sanctioned by Government from time to time for the Indian Midland Railway, and shall make such rules, conditions and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time, in force on the Indian Midland Railway, and no alteration is to be made in these maxima and minima rates without the special sanction of His Highness' Government. It shall be understood that the Company shall not make nor give any undue or unreasonable preference or advantage to, or in favour of any particular Person or Company, or any description of Traffic, or subject any particular Person or Company to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop Traffic on the Gwalior Light Railways.

18. The gross receipts of the Gwalior Light Railways are to be collected and treated as receipts of the Company, and the Company shall pay the same into the Government Treasury in the same way as their own earnings. The expression "gross receipts" as used in this Agreement means, and includes gross earnings from Coaching and Goods Traffic, and all sums received as wharfage charges, and all other sundry receipts usually treated as Railway Revenue.

19. All money transactions under this Agreement as between His Highness' Government and the Company shall be in British Government rupees.

20. Weekly statements of the approximate receipts on the Gwalior Light Railways shall be sent by the Company to the Resident, and to the Chief Secretary, Huzoor Durbar, Gwalior.

21. The Company shall keep a distinct and separate account of the gross receipts of the Railway and also of the expenditure incurred by the Company under clause 7 of this Agreement. Such Accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in each year, and not later than three months after the close of each half-year the Company shall render to His Highness' Government, a Working Account of the Railway, and the amount shown therein as due shall be paid over to

constructed and equipped by and at the expense of His Highness' Government in a substantial and satisfactory manner, as to works, permanent-way, buildings, fixed machinery, and in all other respects, and stations and other buildings shall be fully equipped with the usual plant, fittings, furniture and appliances. All the works so carried out, including the permanent-way, buildings, machinery, plant, fittings, furniture, appliances and equipments, shall be up to the standard on which the Company's own line, buildings and works have been constructed and equipped, or shall be approved of by the Consulting Engineer.

5. A full section of permanent ballast or 84,000 cubic feet per mile of track laid on wooden sleepers outside cuttings, and 87,000 cubic feet per mile of track laid on steel sleepers, or in rock cuttings, shall be provided by and at the expense of His Highness' Government, and to meet the loss of ballast resulting from the subsidence of embankments, a further quantity of 8,000 cubic feet per mile of track is to be provided by and at the expense of His Highness' Government. This ballast shall be distributed as follows : In cuttings and on light banks (under 5 feet) and in station yards the permanent ballast shall be spread, or, with the sanction of the Engineer-in-Chief who is superintending the construction of the Railway, shall be stacked or laid in such manner as the Company shall approve ; on embankments generally it should be stacked on cess, or in Depot for subsequent use. All permanent-way on embankments, in the first instance, and before the opening for general traffic, is to be packed with temporary ballast of sand or sound moorum, or the best material obtainable in the district. The cost of distributing, spreading and packing the permanent ballast, which is chargeable to Capital, and has to be done by the Company, shall be settled finally before the line is taken over by the Company.

6. When the opening of the Railway for public traffic has been sanctioned by the Government of India, His Highness' Government shall, except as provided in clause 7, hand over the Railway to the Company, and the Company shall accept the Railway for the purposes of this Agreement, His Highness' Government guaranteeing to the Company full and undisturbed possession of the Railway at all times during the continuance of this Agreement.

7. The Engineer-in-Chief in charge of the construction of the Railway, shall, within one year of the opening of the Railway, complete at the cost of His Highness' Government all additional works, fixed structures, machinery, etc., that may be necessary for the proper completion of the Railway in accordance with the requirements of the Company or the orders of the Consulting Engineer. Schedules shall be prepared by the representatives of the Railway and the Company showing the works which are considered necessary for the completion of the line within this period. Such works shall not include the spreading and packing of permanent ballast referred to in clause 5 above : and the permanent-way and existing works shall be maintained by the Company. A list giving particulars of all furniture and move-able equipment at stations shall be prepared as soon as the furniture and



to the satisfaction of the Consulting Engineer, upon the following terms—that is to say, the cost and expenses of such maintenance shall be borne by the Company so far only as such maintenance shall be necessary to make good damage caused by the ordinary wear and tear incidental to the use and working of the said Railway and works by the Company, and the conveyance of traffic thereon by the Company, and not further or otherwise; and the Company shall not be put to any cost or expense for, or in respect of, any repair, restoration, renewal, or replacement necessary to make good any damage that may occur to the said Railway and works, or any portion thereof, which may arise from defective original construction, or may be caused by weather, storm, accident or any extraordinary casualty not due to defects in the maintenance or working of the Railway by the Company, and to the occurrence of which the Company shall not have in any way contributed by any act, neglect, or default of their own. Provided that, if in any case His Highness' Government and the Company shall not agree as to the liability of the Company under this section, the matter in question shall be referred to arbitration as hereinafter provided, and the decision arrived at on such arbitration shall be binding on both parties to the reference.

12. During the continuance of this contract the Company shall be in possession of, and have entire control of, the Railway, shall supply all staff required for the supervision, maintenance and working, including that for audit and accounts, and shall supply all locomotives and other rolling stock, fuel and working stores required for the efficient working of the Railway.

13. The Railway Police will be provided by the Company, and three equal tenth parts of the cost of providing and maintaining the force from time to time employed will, in accordance with the procedure laid down by Government, be borne by His Highness' Government, the remaining sevenths being a charge against the Company. The term "Police" shall include the force required for law and order as well as that required for watch and ward.

14. The Company shall charge generally such rates, fares and tolls as are within the schedule of maxima and minima rates sanctioned by Government from time to time for the Indian Midland Railway, and shall make such rules, conditions and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time, in force on the Indian Midland Railway; and it shall be understood that the Company will not make or give any undue or unreasonable preference or advantage to, or in favour of, any particular person or company, or any description of traffic, or subject any particular person or company to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop traffic on the Railway.

15. All costs, charges and expenses incurred by the Company in connexion with the maintenance, management, use, and working of the Railway, and the conveyance of traffic thereon shall be paid by the

If however, this document was not presented, or, if presented, was withdrawn and replaced by a copy of the Treaty as negotiated, its only practical interest lies in indicating certain mistakes in the treaty as now printed, *viz.*—

- (a) In Article 2 “Dase” is a mis-spelling for Dahi or Dace as it was then spelt, *cf.* the note below on article 5 of No. LIV in the original of which the word is spelt Dace.
- (b) In Article 3, “fort.....of Chanderee” should be “fort.....of Chandore”, and “Senghan” should be “Sheogaon”. Further on in the same article “port” of Chanderee should clearly be, as before “fort” of Chandore.

In Article 8, the words “his own country” are used in this document instead of “Hindustan” in both places where it occurs.

### TRANSLATION.

A treaty for the establishment of the foundation of peace and amity between the authorities of the Honourable British Company and Maharaja Jaswant Rao Holkar has been concluded to the following effect:—

Whereas some disagreement and discord recently arose between the Honourable British Company and the aforesaid Maharaja and it is now the desire of both parties to restore mutual harmony and concord, the following articles are concluded through Colonel John Malcolm in accordance with the authority given to him by Nawab Samsam-ud-Daulah Ashja-ul-Mulk Khan-i-Dauran Khan General Lord Lake, Commander-in-Chief, Fatch Jang, who has been invested with authority for this purpose by the Honourable Sir George Hilario Barlow, Governor-General and Administrator of the provinces of India belonging to the Honourable English Company, and through Sheikh Habib Ullah and Bala Ram Seth, invested with powers on the part of Maharaja Jaswant Rao Holkar:—

#### ARTICLE 1.

The British Government engages to abstain from the prosecution of hostilities against Maharaja Jaswant Rao Holkar and to consider the said Maharaja henceforward as one of the friends of the said Government. Accordingly the said Maharaja agrees on his part to abstain from all measures and proceedings of hostile nature against the Honourable British Company and its friends and allies, and from doing any act which may cause harm or injury to the Honourable British Company or its friends and allies. This article is agreed to by both parties in accordance with the conditions laid down.

#### ARTICLE 2.

The Honourable Company are masters of the Country and just. Now that relations of friendship have been established and all discord has been removed why should not the places Tonk, Rampur, Bundi Lakheri, Samdhi,

20. All money transactions under this Agreement as between His Highness' Government and the Company shall be in British Government Rupees, and the Company are to accept the British Currency only in payment of fares and rates.

21. If His Highness' Government and the Railway Company shall fail to agree touching any matter with respect to which their agreement is required by this contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between His Highness' Government and the Company touching this contract, or any clause or thing herein contained, or the construction thereof, or any matter connected with this contract or the operation thereof, or the rights, duties, or liabilities of either party in relation to the contract, then and in every such case the matter in regard to which His Highness' Government and the Company shall fail to agree, or the matter in difference, as the case may be, shall be settled by arbitration in a manner to be arranged between His Highness' Government and the Company with the approval of the Government of India.

(Sd.) F. T. RICKARDS,

(Sd.) M. FILOSE,

*Agent, Indian Midland Railway.*

*Chief Secretary, Huzoor Durbar*

*Gwalior.*

(Sd.) F. B. HEBBERT,

*Consulting Engineer*

*to the Government of India, Lucknow Circle.*

ancestral property. And as regards the remainder of the Bundelkhand district, the Honourable British Company are at liberty (to do as they please).

A jagir similar to that given to Bala Bai should be granted to Bhiman Bai in Hindustan territory.

#### ARTICLE 5.

Maharaja Jaswant Rao Holkar hereby engages to renounce all claims of every description on the Honourable British Company and to the territories occupied by the said Company and its friends and allies. This article is agreed to by both parties in accordance with the conditions laid down.

#### ARTICLE 6.

Maharaja Jaswant Rao Holkar hereby engages never to entertain in his service, Europeans of any description without the consent of the Honourable British Company. It is proper that the British Company should not entertain in their service any of the brothers, friends or servants of this family. If any one should apply to that Company it should have nothing to do with him.

#### ARTICLE 7.

Maharaja Jaswant Rao Holkar hereby engages that as Sarji Rao Khorkhia has created mischief which has wrought such havoc in the country, and as he has particularly been guilty of unbecoming conduct towards the Honourable British Company who have consequently sent proclamations to their friends proclaiming that perfidious man as their enemy, he shall, in view of these facts, never allow him to enter his territory or admit him into his counsels regarding the affairs of his State or entertain him in his service. This is agreed to in accordance with the writing of the Honourable British Company.

#### ARTICLE 8.

The British Company engages that in case peace is established and the conditions laid down in the above articles are accepted by Maharaja Jaswant Rao Holkar, the Honourable British Company will permit the said Maharaja to return to his own territory without let or hindrance. And the said Company will not interfere or have anything to do with the affairs of the said Maharaja. It is, however, stipulated that immediately upon the treaty being ratified, the said Maharaja shall proceed by continued marches to his own country by the route which leaves the States of Patiala, Kaithal, Jind, the possessions of the Company and the territory of the Raja of Jaipur on the left, and shall take strict precautions against the territory of the Honourable Company, etc., on his route, being plundered by his troops.

Maharaja Holkar represents that he will take precautions on the road at the time of the return journey, but that he will take revenue (Mu'amla) from Lahore. As the traffic of troops has been by way of Shekhawati, the return journey will be made by that route. It is, however, stipulated that

- the Engineering and Locomotive Departments in the employ of His Highness' Government, shall obey the orders of the Company's authorized Officers.
7. The actual expenditure incurred by the Company in the Traffic and Audit Departments, for Station staff and Train staff, Audit clerks, on printing and stationery, and Stores consumed on the Gwalior Light Railways, and all other expenses connected therewith, shall be paid to the Company by His Highness' Government, the total amount to be subject to an additional payment of 15 per cent. to cover supervision and general charges other than those rendered in the Accounts.
8. Working estimates shall be prepared in advance half-yearly by the Company and submitted to His Highness' Government for approval and sanction.
9. All damages or accidents which may be caused to the public, or to the stock of the Gwalior Light Railways, or to the traffic of all descriptions, and whether Through or Local, or which may from time to time occur on the Gwalior Light Railways, and all damages, or losses, or claims for compensation arising on the Gwalior Light Railways, shall be charged to the Revenue expenses Account of the Gwalior Light Railways.
10. The Company shall provide and maintain at its sole cost all such accommodation as may be required within its own boundary for the exclusive use of the Gwalior Light Railways and also all works and premises to be used in common for joint purposes by both Railways.
11. For accommodation and structures of all descriptions required for the exclusive use of the Gwalior Light Railways provided as in clause 10 His Highness' Government shall pay to the Company an annual rent at the rate of five per cent. for Structures, Machinery and Plant, including Furniture and seven and a half per cent. for Ballast and Permanent-way, Points and Crossings, etc., to include maintenance and renewal.
12. For joint Structures, Machinery, and Plant, provided as in clause 10 the annual rental shall be at the rates per cent. shown in clause 11, and one-fifth of the same shall be chargeable against the Gwalior Light Railways in respect of such accommodation and shall be payable by His Highness' Government to the Company.
13. The Company's existing works and premises to be used exclusively by the Gwalior Light Railways, as well as works and premises to be used as joint premises, are those mentioned in the Schedule attached to the Agreement and the total of the amount set opposite to those several items respectively in that schedule, shall be that on which rent is to be charged.
14. In case of additional works being required in future, on the Company's premises for exclusive or joint use, such works shall be provided by the Company after approval by His Highness' Government, and shall then be added to the schedule with the consent of His Highness' Government, being charged in conformity with the foregoing clauses of this Agreement.



His Highness' Government in the manner prescribed by the Government of India. Every Revenue Account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to His Highness' Government, but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent Revenue Account.

22. If His Highness' Government and the Company shall fail to agree touching any matter with respect to which their agreement is required by this contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between His Highness' Government and the Company, touching this contract, or any clause or thing herein contained, or the construction thereof, or any matter connected with this Contract or the operation thereof, or the rights, duties, or liabilities of either party in relation to the contract, then and in every such case the matter to which His Highness' Government and the Company shall fail to agree, or the matter in difference as the case may be, shall be settled by arbitration in a manner to be arranged between His Highness' Government and the Company, with the approval of the Government of India.

J. M. WRENCH,

Acting Agent,

*Indian Midland Railway.*

M. FILOSE,

Chief Secretary,

*Huzoor Durbar, Gwalior.*

F. B. HEBBERT,

*Consulting Engineer*

*to the Government of India,*

*Lucknow Circle.*

# INDORE RESIDENCY.

## APPENDIX No. VII.—Page 183.

No copy of the document shown in this Volume as No. LIII is forthcoming at present from the Darbar's records; nor has the counterpart been found which Sir John Malcolm engaged to deliver, duly ratified by the Hon'ble the Governor-General in Council, within one month. All that has been found is the following copy of a document in Persian dated four days later, viz, the 6th Shawal 1220 A.H., from camp near Amritsar which may possibly be a copy of a document delivered by Jeswant Rao Holkar in pursuance of Article 9. It contains 15 articles of which the first 8 reproduce the first eight articles of the treaty as printed, but with certain additions and a few differences. The subjects of the remaining seven articles are respectively:—

9. The Company to compose the differences between Holkar and the Peshwa.
10. The Nagpurwala (Bhousla Raja) to be made to return certain property of which he had cheated Holkar.
11. Certain jagirs.
12. Holkar's relations with Daulat Rao Scindia.
13. Holkar resigns his possessions in Hindustan.
14. The Company not to interfere between Holkar and the Raja of Jaipur.
15. Return of certain property.

A Hindi copy of the same document, bearing the Maharaja's seal, has also been found. It is dated the 7th Shawal and substitutes for the 14th and 15th articles above described, and article providing that the Company shall not interfere with Holkar's enjoyment, as of old, of Sardeshmukhi, Patalki, and other rights in Khandesh and the Deccan.

The additions which these documents make in the first eight articles are:—

### ARTICLE 3.

The passage "Mewar.....Chambal" is replaced by the words "Malwa, Nimar, Kanjiwara, Umatwara, Bhopal and other States like those of Mewar, Marwar, Haraoth and Sopur and other States in the South of the Chambal."

### ARTICLE 4.

Contains a provision reserving Alampur and Salone to Holkar.

### ARTICLE 8.

Contains a provision that the Company should not interfere with Holkar's friendship with Ranjit Singh and the Sikh Khalsa, and other Chiefs in the Punjab.

Company shall re-transfer the same accordingly with a reasonable proportion of the rolling stock plant and machinery and stores and shall not claim or be entitled to any compensation in respect of such re-transfer other than the sums to be credited to the Company in respect thereof as hereinafter provided. And as from the date of such re-transfer the rights of the Company with respect to the last mentioned railway and the telegraphs and telegraphic appliances used therewith shall absolutely cease and determine.

*As to the maintenance and management of the undertaking.*

10. The Company shall keep the undertaking in good repair in good working condition and fully supplied with rolling stock plant and machinery to the satisfaction of the Secretary of State. If the Company shall fail for the space of one calendar month to comply with any requirement in writing of the Secretary of State in regard to the matters aforesaid or any of them the Secretary of State may enter on the undertaking and execute at the cost of the undertaking all such works and provide all such rolling stock plant and machinery as may in his opinion be required for the purposes of the undertaking.

11. The Company shall keep the rolling stock plant and machinery belonging to the undertaking in good repair and in good working condition to the satisfaction of the Secretary of State.

12. The Company shall maintain a sufficient staff for the purposes of the undertaking to the satisfaction of the Secretary of State and shall if required so to do by the Secretary of State continue all or any of the staff now engaged for the purposes of the Malwa Railway in their present employments the undertaking being charged with any contributions on account of pensions and furlough allowances which the Secretary of State may require such persons to pay and no such person unless now liable to be discharged by the manager on his own responsibility shall be discharged from his employment by the Company if after notice of the intention of the Company so to discharge him the Secretary of State shall object to such discharge.

13. The Secretary of State may from time to time by notice in writing require the Company to carry out any alteration or improvement in the undertaking or any addition thereto that may in his opinion be necessary for the safety of passengers or for the safety of the public or for the efficient working of the undertaking. Such notice shall specify the alteration improvement or addition required and shall also in general terms describe the works to be executed for the purpose of carrying out such alteration improvement or addition. On receiving any such notice the Company shall with all reasonable speed commence and proceed to execute the works described therein. The Secretary of State shall provide any land that may be required for the purposes aforesaid and shall supply the funds necessary for the purchase of such land and for the execution of such works and the cost of such of the said works as shall be properly chargeable in respect that be charged to him and of all other such works shall be charged against the undertaking as working

Bowangraon, Bai and others, situated to the north of Bundi hills, which have been from times immemorial the ancestral property of the State be given up. Owing to friendship it is fitting that they should be restored.

### ARTICLE 3.

The Honourable British Company hereby engages to have no concern with the country which belongs from ancient times to the Holkar family in Malwa Nimar, Kichhiwara, Umatwara, Bhopal and in other States such as Mewar, Marwar, Haroli, Supor and States situated to the south of the Chambal, nor to interfere with the affairs of those places. And the said Company also agrees to restore to Maharaja Jaswant Rao Holkar such of the possessions of the Holkar family as are situated in the Deccan south of the river Tapi which are as present in the occupation of the said Company with the exception of the fort and parganah of Chandor, parganah Ambar, parganah Shicogon and the parganahs and villages situated to the south of the river Ganga Godavari which will remain in the possession of the said Company. In consideration, however, of the greatness of the family of Holkar an engagement is hereby given that in case relations of union and friendship are maintained by Maharaja Jaswant Rao Holkar and no act is committed by him which may be productive of evil in the territories of the Honourable British Company and its friends and allies, the said country, *i.e.*, the fort and parganah of Chandor, parganahs of Ambar, Shicogon and villages situated to the south of the river Ganga Godavari, will at the expiration of eighteen months, be made over to Maharaja Jaswant Rao. These places which are [the Maharaja's] ancestral property from ancient times will now, that friendship and union have been established between the parties and all hostilities have been removed, be restored so that there may be no cause for any dispute. And in Malwa, Kichhiwara, Umatwara, Bhopal and other States of Mewar, Marwar, Haroli, Supor, Thaliwah, Dewlia Partabgarh and in the country situated in the Deccan to the south of the river Tapi, the Honourable British Company shall not offer any hindrance or interference.

### ARTICLE 4.

The Honourable British Company renounces all claims to the pargana Kunch and the Bundelkhand district. In case relations of union and friendship are maintained intact by the Maharaja towards the Honourable British Company and its friends and allies, the Honourable British Company shall, after the expiry of two years, give the parganah of Kunch in jagir to Bhiman Bai, the worthy daughter of the said Maharaja to be held by her under the Honourable British Company similar to that now enjoyed by Bala Bai. The family of Maharaja Jaswant Rao Holkar represents that the parganahs of Kunch and Alsanpur Sauton have from ancient times belonged to that family and that the *chhatti* (*sic*) of the late Maharaja Subedar is also at that place. These should be restored without delay in consideration of their being

18. All services which the Secretary of State shall require the Company to perform for the post office the military department the police department or any other department of the State or for high Government officials (including in such services the conveyance of mails as defined by the Post Office Act or Acts for the time being in force in India the conveyance of post office servants when on duty the conveyance of troops and sailors military and naval establishments horses and other animals used for military purposes guns military stores and equipments the conveyance of police prisoners and paupers the conveyance of telegraph stores instruments officers and workmen and of any public stores whatever) shall be performed by the Company on the same general conditions as may for the time being be in force on State railways and (subject to the provision as to free passes contained in the 6th Clause of this contract) at such rates as may be approved by the Secretary of State.

19. The Company shall convey gold and silver bullion and gold and copper coin belonging to the Government of India and the persons in charge thereof at special rates to be from time to time approved by the Secretary of State.

20. The Company shall from time to time upon the requisition of the Secretary of State give precedence over all other traffic to the demands of the Government.

*As to receipts payments and expenditure.*

21. All moneys whatsoever which shall during the continuance of this contract be received by or on behalf of the Company in respect of the undertaking either in England or India or elsewhere including all moneys received from the use and working of the telegraphs and telegraphic appliances of which the Company shall for the time being be allowed to have the exclusive use but excepting any moneys which shall be paid to the Company by the Secretary of State pursuant to this contract shall at such times and in such manner as the Secretary of State may from time to time direct and without deduction be paid as to moneys received in England into the Bank of England to the credit of the Secretary of State and as to moneys received in India or elsewhere into some Government Treasury to be from time to time approved for the purpose by the Secretary of State.

22. Of the moneys mentioned in the last preceding clause and not the subject of the exception therein contained such as shall arise from the sale of any property on any occasion other than the replacement of the property sold by other property of the same or a similar character shall be treated as received on account of capital the residue shall be treated as received on account of revenue. Provided always that no sale of any property on any occasion other than such replacement as aforesaid shall be made without the sanction of the Secretary of State.

23. All moneys which the Company shall with the sanction of the Secretary of State require for the purposes of the undertaking shall be supplied to the Company by the Secretary of State according to such arrangements as shall from time to time be made between the Secretary of State and the Company.

the Honourable British Company shall not in any way molest or injure in the Punjab, etc., Raja Ranjit Singh, Sardars Fateh Singh, Tara Singh, Dewa Singh, Budh Singh, Jodh Singh, Karam Singh, Gurdit Singh, Jodh Singh Kalsia, Jail Singh, Bhogwan Singh, Baghel Singh, Raja Sansar Chand of Nadoun, Sahib Singh of Kutub-ud-din Khan Kasuria, Raja Sansar Chand of Nadoun, Sahib Singh of Gujrat, Mir Ahmad of Jakranwan, the Chief of Kot Maler and others, who have been the Maharaja's friends from ancient times.

## ARTICLE 9.

The Honourable British Company engages that it will bring about a reconciliation between the Peshwa and Maharaja Jaswant Rao Holkar between whom some discord has arisen. It is agreed that reconciliation should be speedily effected.

## ARTICLE 10.

The Maharaja Holkar represents that the Honourable English Company should cause to be restored to him the goods, saddlery, elephants' trappings and baggage, etc., which were treacherously taken possession of by the Chief of Nagpur. If, however, the said Raja should not return these at the instance of the Honourable Company, the latter should not protect or assist him if the Maharaja takes such steps as he may deem necessary to recover his property.

## ARTICLE 11.

Maharaja Jaswant Rao Holkar represents that the Honourable British Company should arrange that the Jagirs enjoyed by officials and Udak servants and others from the Peshwa from old times, should be restored to them. The zemindari rights should be restored to those who have hitherto enjoyed them.

## ARTICLE 12.

Maharaja Jaswant Rao Holkar represents that brotherly feeling exists between Daulat Rao Sindhia and Maharaja Jaswant Rao. But owing to interests of the parties in the country and the instigations of certain officials, misunderstandings sometimes arise. In such a case the Honourable British Company should bear in mind that if by any chance some misunderstandings should occur between them, the Company should rest assured that they will themselves settle their differences.

## ARTICLE 13.

Whatever territory belongs to this side in India from ancient times shall be restored.

## ARTICLE 14.

Maharaja Jaswant Rao Holkar represents that the revenue (Mu'amala) of Jaiपुर State belongs to him of right from ancient times that he will take it

28. In the Capital Account the following particulars shall be entered to debit and credit respectively (that is to say):—

To Debit :—

- (a) The value at cost price as shown in the accounts of the Government of the railways rolling stock plant and machinery to be handed over to the Company as aforesaid.
- (b) The value as certified by the Secretary of State of all land provided by him after the 1st of January 1885 for the purposes of the undertaking.
- (c) All moneys which shall be actually expended by the Company with the sanction of the Secretary of State out of funds provided by him or by the Secretary of State upon works rolling stock plant or machinery the cost of which is chargeable to capital.
- (d) All such other sums (if any) as ought under the provisions of this contract to be entered to debit in the Capital Account.

And to Credit :—

- (e) All such of the moneys to be received by or on behalf of the Company as are herein provided to be treated as received on account of Capital.
- (f) The value (to be determined by the Secretary of State) of any land of which the Company shall have been allowed to take possession for the purposes of this contract and which shall have been subsequently relinquished to the Secretary of State under the 6th clause hereinafter contained.

And if the railway from Rewari to Ferozepore (hereinafter in this clause referred to as "the said Railway") and any extensions or branches thereof and any rolling stock plant or machinery shall be re-transferred to the Secretary of State under the provision in that behalf hereinbefore contained then as on the date of such re-transfer the following particulars shall be entered to credit in the Capital Account.

- (g) The value of the said railway, as on the 1st of January 1885 as entered in the Capital Account.
- (h) The value as entered in the Capital Account of the land (if any) which shall have been provided by the Secretary of State after the 1st of January 1885 for the purposes of said railway or of any extensions or branches thereof and which shall be so re-transferred as aforesaid.
- (i) The moneys actually expended by the Company with the sanction of the Secretary of State out of funds provided by him or by the Secretary of State after the 1st of January 1885 upon works upon the said railway extensions or branches.

## INDORE RESIDENCY.

APPENDIX NO. VIII, Page 189.

*Contract.*

BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA  
AND THE BOMBAY BARODA AND CENTRAL INDIA RAIL-  
WAY COMPANY, AS TO THE MAINTENANCE, MANAGEMENT  
AND WORKING OF THE RAJPUTANA MALWA RAILWAY BY  
THE COMPANY, DATED THE 24TH SEPTEMBER 1884.

This Indenture made the 24th day of September 1884 between the Secretary of State in Council of India, of the one part, and the Bombay Baroda and Central India Railway Company, incorporated by the Bombay Baroda and Central India Railway Act 1855 passed in the session of the 15th and 16th year of Her present Majesty and now incorporated under the provisions of the Bombay Baroda and Central India Railway Act 1859 passed in the session of the 22nd and 23rd years of Her present Majesty, of the other part: Whereas by the Indian Guaranteed Railways Act 1879 the parties hereto are authorised and empowered to enter into contracts for the purpose hereinafter expressed. Now this Indenture witnesseth and it is hereby agreed and declared as follows:—

*Interpretation of terms.*

1. In this Contract—

"The expression "The Secretary of State" means The Secretary of State in Council of India.

"The expression "The Company" means The Bombay Baroda and Central India Railway Company.

"The expression "The Bombay and Baroda Railway" means the railways worked by the Company on the 1st January 1885 and any alterations and additions that may from time to time during the continuance of this contract be made in or to the said railways by or with the sanction of the Secretary of State but not so as to include any railways or works comprised in "The Undertaking" as hereinafter defined.

"The expression "The Rajputana Malwa Railway" means the lines of railway extending from Khundwa on the Great Indian Peninsula Railway to Indore and Ajmere and from Sabarnati on the Bombay Baroda and Central India Railway to Ajmere Kewari Porezapore Delhi and the transfer station at Agra on the left bank of the Jumna River and all branches thereof respectively except the branch from Achmera to Multra.



State under Clause 9 of this Contract the value thereof (to be agreed upon as aforesaid) shall be credited to the Stores Account.

32. The stores in hand shall from time to time be re-valued at such times or times as the Secretary of State shall direct and in such manner as shall from time to time be agreed upon by the Secretary of State and the Company and the value of the stores in hand as entered in the books of the Company shall be corrected in accordance with such re-valuation and all necessary adjustments shall be thereupon made by making entries to debit or credit in the Revenue Account as may be proper.

33. In the accounts aforesaid all general charges debitable partly against the undertaking and partly against the Bombay and Baroda Railway shall be divided between the undertaking and the Bombay and Baroda Railway in

undertaking or any part or parts thereof or any land or works belonging thereto and may maintain and work the existing telegraphs and telegraphic appliances and all or any of such new or additional telegraphs and telegraphic appliances as he shall think fit. And it shall be lawful for him from time to time to erect maintain make do and execute on any part of the said railways land or works all such buildings machinery works acts and things as he shall consider necessary or proper in relation to the maintenance construction use and working of the said existing and new or additional telegraphs and telegraphic appliances but so that due regard be had to the convenience of the working of the undertaking in respect of the time and place of such erections maintenance making and execution. The Company shall at all times furnish the Secretary of State with such free passes over all or any part of the railways comprised in the undertaking and over all or any part of the Bombay and Baroda Railway as he may require for persons employed by him in or about or in connection with the maintenance construction working or inspection of the said telegraphs and telegraphic appliances or any buildings or works appertaining thereto.

7. The Secretary of State shall from time to time allow the Company to have the exclusive use of such of the said telegraphs and telegraphic appliances as he shall from time to time consider proper to be used by the Company for the purpose of safely or efficiently working the railways comprised in the undertaking and shall keep the same telegraphs and telegraphic appliances in good repair and in good working order and condition. And the Company shall upon demand pay into such Government Treasury in India as shall from time to time be appointed for the purpose by the Secretary of State the amount which the Secretary of State shall from time to time require the Company to pay in respect of the charges made by the Government Telegraph Department for rent maintenance and inspection of the telegraphs and telegraphic appliances of which the Company shall for the time being be allowed to have the exclusive use. All amounts paid by the Company under this provision shall be included amongst working expenses.

8. The Company if so directed by the Secretary of State shall in working any telegraphs or telegraphic appliances of which they shall for the time being be allowed to have the exclusive use under the last preceding clause observe the rule as to working telegraphs and telegraphic appliances for the time being in force in the case of State Railway Telegraphs or such rules as the Secretary of State may from time to time prescribe for the Company's observance and if so directed by the Secretary of State shall account in such manner as shall be prescribed by the rules for the time being in force in the case of State Railway Telegraphs or as the Secretary of State shall require for the receipts derived from the working of telegraphs and telegraphic appliances.

*As to the re-transfer of the Ferozepore Railway.*

9. The Secretary of State may at any time by giving six months' previous notice in writing require the Company to re-transfer to him the railway from Rewari to Ferozepore including any extensions or branches thereof and the

undertaking in good repair and in good working condition and fully supplied with rolling stock plant and machinery except such part if any of such expenditure as may be charged to Capital.

- (3) All expenditure incurred by the Company with the sanction of the Secretary of State in keeping the rolling stock plant and machinery belonging to the undertaking in good repair and in good working condition.
- (4) All expenditure incurred by the Company with the sanction of the Secretary of State or by the Secretary of State in the execution of any works chargeable to Revenue.
- (5) So much of the cost of providing and maintaining a police force for the purposes of the undertaking as is not hereby agreed to be borne by the Secretary of State.
- (6) The costs of any reference that may arise on the audit of any of the accounts of the undertaking and the preparation of the returns and statistics mentioned in the 56th clause of this Contract and such of the costs of any reference under the 13th clause as the Secretary of State shall not direct to be otherwise treated.
- (7) Such sums as under the provisions of the 12th clause of this Contract ought to be charged against the undertaking.
- (8) Such sums as according to the rules for the time being in force of the State Railway Provident Institution now established shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of that Institution without being dependent or contingent on the amount of the net receipts of the undertaking.
- (9) The charges of the Government Telegraph Department for the rent maintenance and inspection of the telegraph and telegraphic appliances provided for the use of the Company.
- (10) Such a sum not exceeding in any half-year 40 Rupees per mile of railway forming part of the undertaking for the time being open for traffic as may be required by the Secretary of State to cover the costs and charges of and incidental to the supervision audit and control of the Company in respect of the undertaking by the Secretary of State (being the sum hereinafter provided by Clause 52).
- (11) All reasonable legal expenses whether incurred by the Secretary of State or with his sanction by the Company in connection with the undertaking and all such other expenses as the Secretary of State and the Company agree to treat as part of the working expenses of the undertaking.

39. The receipts of the undertaking in each half-year after deducting working expenses and all other charges to Revenue Account properly

expenses. If in any case the Company shall neglect to proceed with the proposed works or fail to complete the same to the satisfaction of the Secretary of State the Secretary of State may enter on the undertaking and execute the said works.

#### *Police.*

14. The Secretary of State shall provide and maintain for the purposes of the undertaking such a force of police as the Company with the approval of the Secretary of State shall from time to time require. And if the Secretary of State shall consider that any addition to the force is required for the preservation of law and order for the purposes of the undertaking his determination on that point shall be final and such addition shall be made accordingly. The cost of providing and maintaining the force of police required for the purposes aforesaid shall be defrayed in the following manner that is to say three-tenths shall be borne by the Secretary of State and the remaining seven-tenths shall be treated as part of the working expenses of the undertaking.

#### *As to the use and working of the undertaking and the conveyance of traffic.*

15. The Company shall cause to be run so many trains at such times at such rates of speed between such places and with such conveniences and accommodations as the Secretary of State shall from time to time require.

16. The Secretary of State shall have power from time to time to fix and vary both maximum and minimum rates with a reasonable difference between them for the carriage of passengers and goods over the railways comprised in the undertaking and the rates and fares to be charged by the Company for the carriage of such passengers and goods shall not exceed the maximum and shall not be less than the minimum rates so fixed. And the Company in respect of all passengers and goods derived from or delivered to any railway comprised in the undertaking and which may be carried over the Bombay and Baroda Railway or any part thereof shall book through between all stations comprised in the undertaking and all stations on the Bombay and Baroda Railway and shall charge not more than the same mileage rates for the distance which such passengers and goods shall be carried over the Bombay and Baroda Railway or any part thereof as shall be charged on the railways comprised in the undertaking and all stores required for use on the Bombay and Baroda Railway or any part thereof shall be carried at the same mileage rates over the Bombay and Baroda Railway and over the railways comprised in the undertaking such rates not being less than the actual cost of conveyance.

17. The Secretary of State may from time to time require the Company to carry out any alteration or improvement in the working of the undertaking that may in his opinion be necessary for the safety of passengers or for the safety of the public or for the safe and effectual working of the undertaking.

43. The Secretary of State may from time to time require the Company to make reasonable arrangements for the interchange of traffic and rolling stock between the undertaking and other railways and for through booking.

44. The Secretary of State may from time to time require the Company to allow the use of any of the stations forming part of the undertaking for the accommodation of the traffic of any railway belonging to any other Company or to the State or to any allied tributary or foreign State upon the payment of reasonable tolls and under reasonable conditions and restrictions and may also require the Company to make such alterations and additions as may in the opinion of the Secretary of State be necessary or convenient for the purposes of such accommodation upon such terms as may be agreed upon between the Secretary of State and the Company and may also require the Company to allow junctions to be formed between any of the railways forming part of the undertaking and railways belonging to any other Company or to the State or to any allied tributary or foreign State.

45. The Company shall if and when required so to do by the Secretary of State give all such facilities as he shall require for effecting an improved connection on the metre gauge between the undertaking and any railway in Kathiawar.

46. Unless and until the Secretary of State shall otherwise direct the working arrangements now existing between the Secretary of State and the East Indian Railway Company as to the use of the Rajputana-Malwa Railway at and near Agra shall continue in force between the East Indian Railway Company and the Company.

*As to the construction and working of Branch or other Railways.*

47. The Secretary of State may require the Company to construct any auxiliary or branch railway of the same gauge in connection with any railway comprised in the undertaking upon such terms and conditions as may in each case be agreed upon between the Secretary of State and the Company.

48. If the Secretary of State shall at any time or times before the determination of this contract give to the Company six months' notice in writing requiring them to work any line or lines of railway whether constructed by the Company or by or on behalf of the Government as branches or extensions of any of the railways comprised in the undertaking the Company shall accept and shall work such line or lines of railway from the expiration of the said notice and during the continuance of this contract provided (as to each such line of railway other than and except any railway connecting the undertaking with any railway in Kathiawar) that the same does not exceed 50 miles in length and lies for the greater part in British territory and that the cost thereof has not exceeded 72,000 Rupees a mile exclusive of rolling stock. And the Company shall also accept and work upon terms to be specially agreed upon between the Secretary of State and the Company any line of railway constructed as aforesaid which shall exceed 50 miles in length or shall lie for the greater part in a Native State or shall have cost more than 72,000 Rupees a mile exclusive of rolling stock. And every

24. All moneys expended by the Company on account of the undertaking and all other expenses of the Company in connection therewith shall from time to time be stated and submitted to the Secretary of State for his sanction and as between the Company and the Secretary of State shall be allowed only so far as the same shall from time to time have been sanctioned by the Secretary of State.

*As to accounts and audit.*

25. The Company shall keep all such accounts relating to the undertaking and all accounts as between the Company and the Secretary of State as the Secretary of State shall from time to time require and shall keep the accounts relating to the undertaking separate and distinct from the accounts relating to the Bombay and Baroda Railway. Such accounts shall be kept in such form and under such heads or divisions and for such sections of the undertaking and for such periods and with such details and shall be submitted to the Secretary of State at such times as he shall from time to time prescribe. The said accounts so far as the same are kept in India shall be kept in rupees of the Government of India and so far as they are kept in England shall be kept in sterling money. Such of the said accounts as are kept in England shall from time to time be transmitted by the Secretary of State to the Government of India and incorporated in the accounts of the Company in India each account transmitted being for the purpose of such incorporation converted into rupees at the average rate of exchange obtained by the Secretary of State for bills payable on demand drawn by him on India during the half-year immediately preceding that in which the incorporation is to be effected or if the Secretary of State shall not have drawn bills on India for so much as three months out of the half-year immediately preceding then at the average rate obtained during the half-year immediately preceding that in which the incorporation is to be effected for the best commercial bills payable on demand drawn in London on India such average rate to be decided by the Comptroller General at Calcutta.

26. Unless and until otherwise directed the Company shall keep the following accounts:—

A Capital Advance Account.

A Capital Account.

A Revenue Account.

A Stores Account.

27. All moneys advanced by the Secretary of State to the Company shall be entered in the Capital Advance Account and shall from time to time as expended with the sanction of the Secretary of State be transferred therefrom to the Capital Account or the Stores Account as the case may require. And the balance of the Capital Advance Account shall be made up and submitted to the Secretary of State from time to time as he shall require.

54. The Company shall to the satisfaction of the Secretary of State record and keep in proper books full and particular accounts of all their transactions and proceedings including full and true minutes of all their meetings of Directors communications with India and correspondence in any way relating to or affecting the undertaking or the business thereof or any of the matters or things included or referred to in this contract so as at all times to exhibit fully and truly the state of their affairs in relation thereto and the Secretary of State or any person or persons appointed by him in that behalf shall at all reasonable times have free access to all the books accounts papers and documents of the Company relating to the undertaking with power to call for or to make copies or extract for the same.

55. The rights powers and privileges of the Government Director of the Company appointed or to be appointed by the Secretary of State under the provisions of the agreement made between the Secretary of State and the Company and dated the 2nd of February 1859 shall extend to and include the undertaking and all matters connected therewith. And the Secretary of State may from time to time as often as occasion shall require appoint a person to represent the Government Director at any meeting of the Board or at any Committee meeting at which the Government Director may not be present and the person so appointed shall have all such rights and may exercise all such powers as the Government Director if present should have had or might have exercised not only with respect to the undertaking and all matters connected therewith but also with respect to all matters over which under the said agreement of the 2nd of February 1859 the rights and powers of the Government Director extend.

#### *Miscellaneous provisions.*

56. The Company shall from time to time make such returns and furnish such statistics relating to the undertaking in such form and under such heads and divisions and with such details as the Secretary of State may from time to time require. The costs of preparing such returns and statistics and incidental thereto shall be treated as part of the working expenses of the undertaking.

57. No claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the undertaking or the profits thereof of any Act of the Indian Legislature of general applicability for the time being in force. And the Company and the undertaking shall be subject to the provisions of every such Act and no claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the undertaking of any treaty convention or agreement for the time being in force between the Secretary of State and the Government of any allied tributary or foreign State although such treaty convention or agreement may not be of general applicability. And the Company and the undertaking shall be subject to the provisions of every such treaty convention or agreement as mentioned in this clause.

- (f) The value of the rolling stock plant and machinery so re-transferred to the Secretary of State as aforesaid such value to be agreed upon by the Secretary of State and the Company.
29. The Capital Account shall from time to time as the Secretary of State shall require be made up and the balance thereon ascertained and stated therein. The Secretary of State may from time to time audit the Capital Account and correct errors therein as he shall see fit.
30. The Revenue Account shall contain an account of all such of the moneys to be received by or on behalf of the Company as are herein provided to be treated as received on account of revenue or to be transferred to the Revenue Account and of all expenditure which ought conformably with this contract to be treated as made on account of revenue. The Revenue Account shall be made up half-yearly to the 30th of June and the 31st of December in each year or to such other days as the Secretary of State shall from time to time prescribe and shall be regularly submitted by the Company to the Secretary of State who may audit the same either concurrently with or after expenditure or in both ways as he may think fit and may in case of any error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to him. Every Revenue Account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Secretary of State but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next Revenue Account or in any subsequent revenue account or accounts as the Secretary of State may determine.
31. The Company shall on or before the 30th of June 1885 make up and deliver to the Secretary of State an account of all stores delivered to the Company as on the 1st of January 1885 and of the value of such stores the value being taken as entered in the accounts of the Government except in those cases if any in which a different value shall be agreed upon by the Secretary of State and the Company. As soon as possible after the 30th of June and the 31st of December in each year or such other half-yearly days as the Secretary of State may from time to time prescribe for the making up of the Revenue Account the Company shall make up and deliver to the Secretary of State an account of all stores in hand on the half-yearly day immediately preceding the making up of the account and of all stores purchased and used respectively by the Company for the purposes of the undertaking since the 1st of January 1885 or since the date to which the Stores Account was last made up as the case may be showing the purposes for which such stores have been purchased or used. As often as any of the stores in hand shall be used by the Company for the purposes of the undertaking the value of the stores so used as entered in the books of the Company shall be charged to the Revenue Account or to the Capital Account as the case may require in accordance with the provisions in that behalf herein contained. If any stores for the time being in use upon or in connection with the railways comprised in the undertaking shall during the continuance of this contract be returned into store the value thereof (to be agreed upon by the Secretary of State and the Company) shall be debited in the Stores Account. If any stores shall be re-transferred to the Secretary of



be given to the Company other than any notice to be given under the 65th clause of this Contract shall be sufficiently given if left at the said office or personally served on the said agent or any member of the said committee of agency or if given left or served according to the provisions of the said agreement of the 2nd of February 1859.

*As to the determination of the Contract.*

64. Under or by virtue of an Indenture, dated the 17th of November 1871 and made between the Secretary of State of the one part and the Company of the other part and the several Indentures in the Act of Parliament therein recited or some or one of them the Company have power to surrender upon the terms and in the manner therein mentioned the railways and works in the said Indenture respectively mentioned (being the railways and works of which the Company are now in possession) and the Secretary of State has power in the events and upon the terms and in the manner in the said Indentures respectively mentioned to terminate the interest of the Company in the same railways and works and to assume possession thereof on behalf of Her Majesty and for the purposes of the Government of India. If the Company shall surrender the last mentioned railways and works or if the Secretary of State shall terminate the Company's interest therein and assume possession thereof under the powers aforesaid this Contract shall thereupon absolutely cease and determine but without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken.

65. If there shall be any breach of the part of the Company (whether by act or omission or default) of any of the stipulations or provisions of this Contract on the part of the Company to be performed or observed and the Company shall fail to remedy effectually any such breach as aforesaid within six calendar months after notice in writing to remedy the same shall have been given to the Company in England by the Secretary of State he may on or at any time after the expiration of the six calendar months last aforesaid determine this contract by giving to the Company in England notice in writing of such determination.

66. Upon the determination of this Contract under either of the two clauses lastly hereinbefore contained or by effluxion of time the Company shall give to the Secretary of State possession of the undertaking together with the rolling stock plant and machinery belonging thereto and all stores in hand or in course of delivery on the day of the determination of the Contract and all plans books surveys sections printings writings and documents whatsoever in any wise connected with the undertaking and all other property (if any) belonging or appertaining thereto and shall pay to him all moneys in their possession on account of the undertaking. And after such possession shall have been given and after all moneys which under this Contract shall have become payable to the Secretary of State shall have been duly paid the Secretary of State shall be bound to indemnify the Company their property and effects against all such debts and liabilities (if any) as they

of Railway Accounts or some other person to be named by the Secretary of State or in case of their being unable to agree to a referee to be named by them. The costs of any such reference shall unless the Secretary of State shall otherwise direct be treated as part of the working expenses of the undertaking.

36. The accounts of the Company in relation to its expenditure and receipts in India, England and elsewhere shall from time to time be audited on behalf of the Secretary of State by such person or persons as he shall from time to time appoint as well as on behalf of the Company and the Company shall produce to the auditors or auditor so appointed by the Secretary of State all vouchers books accounts papers and documents of the Company necessary for the purpose of audit and afford to them or him all facilities requisite for the performance of their or his duties. Amongst the functions of the auditors or auditor shall be included the duty of seeing that expenditure is charged and revenue applied in accordance with the provisions of this Contract. Any correction made in the accounts by any person or persons who shall be acting as joint auditor or joint auditors on behalf of both the Secretary of State and of the Company shall be conclusive. If consequent on the audit of any auditor acting exclusively on behalf of the Secretary of State the Secretary of State shall require any alterations to be made in the accounts and the Company shall object to alterations the matter in difference shall be referred for final decision to two persons one to be named by the Secretary of State and the other to be named by the Company and in case such two persons shall be unable to agree then to an umpire to be named by the referees. The necessary costs of any such reference as last aforesaid shall be included in working expenses.

*As to the working expenses and the application of the receipts of the undertaking.*

37. The working expenses of the undertaking shall be paid out of the gross receipts of the undertaking (including in such receipts all moneys received by the Company from the use and working of the telegraphs and telegraphic appliances provided for the Company under this contract) and shall so far as possible be borne by the gross receipts of the half-year to which such working expenses are properly attributable.

38. Working expenses shall include all costs and expenses incurred by the Company with the sanction of the Secretary of State in or about the maintenance management and working of the undertaking and all other sums if any proper to be allowed out of revenue in connection with the conduct of management or working of the undertaking or in connection with the conduct of the affairs of the Company and which shall be sanctioned by the Secretary of State.

In the working expenses of the undertaking there shall be reckoned—

- (1) Such portion of the general charges mentioned in the 33rd clause of this contract as are properly chargeable to Revenue.
- (2) All expenditure incurred by the Company with the sanction of the Secretary of State or by the Secretary of State in keeping the

attributable to that half-year shall be applied in the following manner and in the following order:—

- (1) In payment of such sums (if any) as according to the rules for the time being in force of the State Railway Provident Institution hereinbefore mentioned shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of that Institution and being contingent on the amount of the receipts of the undertaking which remain after the payments hereinbefore directed to be made thereout shall have been made.

- (2) In payment to the Secretary of State of the interest at 5 per cent. per annum on money standing to the debit of the Capital Advance Account and Capital Account and Stores Account respectively.

- (3) And the surplus (if any) shall be applied in manner following (that is to say) four-fifth parts thereof shall belong to the Secretary of State and one-fifth part thereof shall belong to the Company and shall as soon as ascertained be paid over to the Company in India.

If in any half-year the net receipts of the undertaking shall not be sufficient to meet the payments hereinbefore directed to be made thereout before the division of the surplus the deficiency shall be a charge upon the surplus net receipts of subsequent half-years and may be retained by the Secretary of State out of the surplus net receipts of any subsequent half-year or half-years before division of profits between the Secretary of State and the Company.

### *As to running Powers and other facilities and accommodation for other*

#### *Railways.*

40. The Secretary of State may from time to time require the Company to allow the use of the railways forming part of the undertaking for the passage of engines and trains from or to other railways of the same gauge upon the payment of reasonable tolls and under reasonable conditions and restrictions.
41. The Secretary of State may from time to time require the Company to supply other railways with any of the rolling stock of the undertaking which shall not for the time being be required for the purposes thereof upon reasonable terms and conditions.
42. The Secretary of State may from time to time require the Company to execute work in the workshops of the undertaking in respect of rolling stock and machinery belonging to State railways at such reasonable prices and upon such terms as shall be agreed upon between the Secretary of State and the Company but so nevertheless as not to impede or unduly interfere with the ordinary operations of the Company in respect of the undertaking.

Rutlam Railway (as described in the said Indenture of the 5th day of October 1893), which said railways together with all branches, extensions, improvements, and additions thereto and all other State Railways (if any) for the time being worked and maintained as part of the undertaking described in the said Indenture of the 24th day of September 1884, are herein-after called "the State Railways" except that if any part or parts of the said railways shall be re-transferred to the Secretary of State under the provisions of any of the said Indentures or of these presents, then as from the date of any such re-transfer the expression "the State Railways" shall not include any part or parts so re-transferred.

And whereas by an Indenture dated the 4th day of June 1896, and made between the Secretary of State of the one part and the Company of the other part, the Company agreed to work, manage, and maintain on the terms and under the provisions in the said Indenture contained, and until the termination of the Contract contained in the said Indenture of the 24th day of September 1884, a railway then proposed and since constructed from Ahmedabad to Prantej, with an extension to Ahmednagar, and with a further extension in certain events which have not yet happened to Udaipore, which said railway together with all branches, extensions, improvements, and additions thereto for the time being worked and maintained under and subject to the provisions of the said Indenture of the 4th day of June 1896 or any modification thereof, are herein-after called the "Ahmedabad-Prantej Railway."

And whereas by an Indenture dated the 30th day of October 1896, and made between the Secretary of State of the one part and the Company of the other part, the Company agreed to work, manage, and maintain, on the terms and under the provisions in the said Indenture contained and until the termination of the Contract contained in the said Indentures of the 21st day of November 1855 and the 2nd day of February 1859, a railway then proposed and since constructed from Surat to Nundarbar, and thence to Amalner, which said railway, together with all branches, extensions, improvements, and additions thereto, for the time being worked and maintained under and subject to the provisions of the said Indenture of the 30th day of October 1896, or any modification thereof, are herein-after called the "Tapti Valley Railway."

And whereas a Company has been or is about to be formed for the construction of a railway from outside the western fence of the said Rajputana-Malwa Railway Station at Sabarmati to Dholka in Guzerat, and it is proposed that the Secretary of State should enter into agreements with the Company as aforesaid and with the Company party hereto, under which the Company party hereto shall undertake to work, manage and maintain the said proposed railway during the continuance of this Contract on terms substantially similar to those contained in the said Indenture of the 4th day of June 1896, as modified by these presents; and it has been agreed that, if such Contracts as aforesaid are entered into, these presents shall apply to the said railway, which said railway together with all improvements thereto for the time being worked and maintained under and subject to the provisions

line of railway so accepted and worked shall henceforth be and form part of the undertaking and all the clauses and provisions herein contained shall be applicable thereto with such variations only (if any) as may be necessary to make them consistent with the terms to be specially agreed upon as last aforesaid or to be settled by arbitration as hereinafter mentioned.

49. If the Secretary of State shall at any time before the determination of this contract give to the Company three months' notice in writing requiring them to work the line of railway for the time being existing between Achnera and Multara the Company will from the determination of the said notice and during the continuance of this contract work the said line of railway upon terms to be agreed upon between the Secretary of State and the Company. But except by express agreement between the Secretary of State and the Company the last mentioned line of railway shall not form part of the undertaking and the working thereof shall not be included in this contract except so far as relates to the determination by arbitration (if the parties shall not agree) of the terms upon which it is to be worked.

50. The Company shall if and when required so to do by the Secretary of State accept and during the continuance of this contract work upon terms to be specially agreed upon in each case any lines of railway of the same gauge which may be constructed by or on behalf of any allied tributary or foreign State in connection with any of the railways comprised in the undertaking but the lines of railway accepted and worked as last aforesaid shall not form part of the undertaking.

### *The Company to comply with the requirements of the Secretary of State.*

51. The Company shall with all reasonable speed comply with all such requirements as the Secretary of State shall from time to time make in accordance with this contract.

### *As to the supervision and control of the Secretary of State.*

52. In all matters relating to the undertaking and not herein specially provided for the Company shall be subject to the supervision and control of the Secretary of State. The Secretary of State shall be entitled to charge half-yearly for his supervision audit and control of the Company such a sum as he shall think fit not exceeding the rate of four rupees per mile of railway forming part of the undertaking for the time being open for traffic and such sum shall be charged to Revenue.

53. For the purposes of inspecting the undertaking and auditing the accounts of the Company or otherwise exercising such supervision and control as are intended to be reserved to the Secretary of State by this contract the Secretary of State may from time to time appoint such person or persons as he may think proper with such powers as he may consider necessary or expedient and the Company shall afford every person so appointed all reasonable facilities for the purpose of enabling him to perform the duties entrusted to him by the Secretary of State.

*Duration of Contract.*

3. The provisions of this Contract herein-after contained shall come into force as on and from the 1st day of July 1900, and its contract shall continue in force until the 31st day of December 1905, unless the said Contract of the 24th day of September 1884 be previously determined, in which event this Contract shall terminate with that Contract.

*Accounts.*

4. In the accounts kept by the Company of the gross earnings of each component section of the Company's railway system in accordance with the provisions of the Contract relating to such component section, the gross earnings of any line or lines of a different gauge from that of the main line of the component section of the said system to which such line or lines belong shall be distinguished from the other gross earnings of such component section.

5. (1) The Company shall keep a General Working Expenses Account for the whole of the Company's Railway system.

(2) Such account shall contain an account of the working expenses of the Company's Railway system, except the working expenses of any line or lines of a different gauge from that of the main line of the component sections of such system to which such line or lines belong, and except the charge which the Secretary of State is entitled to make for the supervision, audit, and control of the Company, in respect of the undertaking mentioned in the said Indenture of the 24th day of September 1884 under Clauses 38 (10) and 52 of that Contract.

(3) The expenses to be entered in the said Account as working expenses shall be all such sums, charges, and expenses (with the exceptions aforesaid) as under the provisions of the Contracts for the time being in force regulating the working, management, and maintenance, by the Company of the Company's Railway system are treated as working expenses.

(4) The said Account shall be made up half-yearly to the 30th June and the 31st December in each year or to such other days as the Secretary of State shall from time to time prescribe, and shall be regularly submitted by the Company to the Secretary of State who may audit the same either concurrently with or after expenditure, or in both ways as he may think fit, and may in case of any error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to him. Every such account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Secretary of State, but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next or in any subsequent General Working Expenses Account or Accounts as the Secretary of State may determine.

(5) As soon as the General Working Expenses Account for any half-year shall have been settled the working expenses in such Account shall be divided between and attributed to the component sections of the Company's Railway system in proportion to the amounts of the gross earnings of such

58. The Company shall not acquire either absolutely or for any limited estate any land situate in the dominions of any allied tributary or foreign State, or any rights, or easements in over or in respect of any land so situate. The expression "land" includes as regards the operation of this clause buildings lands and all other hereditaments of whatever description. This clause does not apply to any land of which possession may be given to the Company by the Secretary of State.

59. No communication or negotiation of any kind in respect of any matter whatever shall be made or conducted by or on behalf of the Company to or with the Government of any allied tributary or foreign State or with any officials of any such Government as last aforesaid except under the control of the Government of India and in such manner and under such rules as the Government of India shall from time to time direct in that behalf.

60. If in the opinion of the Secretary of State any land for the time being in the possession of the Company shall not be required for the purposes of the undertaking the Secretary of State shall certify such opinion to the Company. Upon receipt of the said certificate or so soon thereafter as may be the Company shall state in writing whether they acquiesce in the opinion of the Secretary of State or whether they object thereto and if so the grounds of their objection. If no objection is stated by the Company or if the grounds of their objection if any are not in the opinion of the Secretary of State sufficient the Company shall upon the requisition of the Secretary of State go out of possession of the land in question and the Secretary of State shall be exclusively entitled to possession thereof.

61. The Company shall if required by the Secretary of State maintain and manage the State Railway Provident Institution for the benefit of the persons employed upon the undertaking upon such terms and under such rules and regulations as shall from time to time be approved by the Secretary of State.

62. Any notice direction requisition appointment certificate of opinion approval or sanction to be given or signified on the part of the Secretary of State for any of the purposes of this contract shall be sufficient and binding if in writing signed by the Secretary of State or one of his Under Secretaries or by a Secretary of Government in India or by any other officer or servant duly authorised to act on behalf of the Secretary of State in respect of the matters to which the same shall relate and the Secretary of State shall not in any case be bound in respect of the matters aforesaid unless by some writing signed in the manner before mentioned.

63. The Company shall at all times during the continuance of this Contract keep an office established at Bombay and shall keep at the said office an authorised agent or committee of agency with whom the Secretary of State and the Government of India, or other officer or officers deputed in that behalf may communicate on affairs concerning the undertaking and all drafts drawn and receipts given by the said agent or committee of agency or under his or their authority on behalf of the Company concerning the undertaking and the affairs thereof shall be binding on the Company and every notice to

- Railways for the time being open for traffic, as may be required by the Secretary of State to cover the costs and charges of and incidental to the supervision, audit, and control of the Company in respect of the said State Railways by the Secretary of State;
- (2) In payment of such sums (if any) as, according to the rules for the time being in force of the State Railway Provident Institution, shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of that Institution, and being contingent on the amount of the receipts of the undertaking which remain after the payments which, under the provisions of this Contract and Clause 38 (8) of the said Indenture of the 24th day of September 1884, are to be included amongst the working expenses in the General Working Expenses Account for such half-year;
  - (3) In payment of the percentage on the capital expenditure of the Company on the rolling stock purchased by the Company for the purposes of the Godhra-Rutlam Railway mentioned in and provided for by Clause 4 of the said Indenture of the 5th day of October 1893;
  - (4) In payment to the Secretary of State of interest at 4 per cent. per annum on the money standing to the debit of the Capital Account and Stores Account kept under the provisions of the said Indenture of the 16th day of March 1888, and of interest at 5 per cent. per annum on money standing to the debit of the Capital Advance Account and Capital Account and Stores Account kept under the provisions of the said Indenture of the 24th day of September 1884;
  - (5) And the surplus (if any) shall belong to the Secretary of State.

The provisions of this clause and of Clause 5 hereof shall be substituted for and supersede Clauses 33, 37, 38 and 39 of the said Indenture of the 24th day of September 1884, and Clause 6 of the said Indenture of the 16th day of March 1888, except that Clauses 33 and 38 of the former Indenture shall continue in force for the purpose of ascertaining what sums are to be considered as working expenses in respect of the State Railways.

*As to the re-transfer of portions of the State Railways.*

8. In addition to the power conferred upon the Secretary of State by Clause 9 of the said Indenture of the 24th day of September 1884, the Secretary of State may from time to time or at any time during the continuance of this Contract, request the Company to re-transfer to him all or any part or parts of either or both of the railways herein-after mentioned that is to say, (1) the said Cawnpore-Achnera Railway with the said Bindraban branch thereof, and (2) the Bhatinda-Ferozepore section of the railway from Rewari to Ferozepore mentioned in the said 9th Clause of the said Indenture, and the



may have incurred with the sanction of the Secretary of State and which shall be then subsisting.

67. The moneys payable to the Company under clause 39 shall not be deemed to the receipts of the Company as between the Secretary of State and the Company within the meaning of any Act or Contract.

#### *Arbitration.*

68. If the Secretary of State and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract or if in any case not herein specially provided for any dispute question or controversy shall at any time arise between the Secretary of State and the Company touching these presents or any clause or thing herein contained or the construction hereof or any matter connected with these presents or the operation hereof or the rights duties or liabilities of either party in relation to the premises then and in every such case the matter as to which the Secretary of State and the Company shall fail to agree or the matter in difference as the case may be shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Common Law Procedure Act 1854 or any subsisting statutory modification thereof and upon every such reference the arbitrators and umpires shall respectively have power to examine witnesses upon oath or affirmation and either to fix sell and determine the amount of costs of the reference and award respectively or incidental thereto to be paid by both parties or by either party or to direct the same to be taxed either as between solicitor and client or otherwise and to direct and award where and by and to whom such costs shall be paid and every or any such reference may be made a rule of Her Majesty's High Court of Justice or of the High Court of Judicature at Bombay on the application of the Secretary of State or of the Company and either the Secretary of State or the Company may instruct counsel to consent thereto for the other party.

In witness whereof Sir Robert Montgomery K.C.B., G.C.S.I., and Sir Barrow Herbert Ellis, K.C.S.I., being two Members of the Council of India have hereunto set their hands and seals and the Bombay, Baroda and Central India Railway Company have hereunto caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered by  
 the above-named Sir Robert Montgomery  
 and Sir Barrow Herbert Ellis in  
 the presence of—

*India Office.*

W. H. TREASURE, B. H. ELLIS,

L. S.

L. S.

R. MONTGOMERY,

## INDORE RESIDENCY.

APPENDIX NO. IX.—Page 189.



This Indenture made the First day of February 1901 Between THE SECRETARY OF STATE IN COUNCIL OF INDIA (herein-after called the Secretary of State) of the one part and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY (herein-after called the Company) of the other part.

Whereas by three indentures dated respectively the 21st day of November 1855, the 2nd day of February 1859, and the 17th day of November 1871, of which the first-mentioned was made between the East India Company of the one part and the Company of the other part, and the two last-mentioned were made between the Secretary of State of the one part and the Company of the other part, the Company agreed to construct, and for a term of 99 years determinable as therein mentioned to work, manage, and maintain, on the terms and under the provisions in the said Indentures contained, as one undertaking, lines of railway from Bombay to Surat, thence to Baroda to Ahmedabad, and thence across the Suburnmattee River to Verum-gaum and Wadwan, which said lines of railway together with all branches, extensions, improvements, and additions thereto and all other lines of railway, if any, for the time being forming part of the said undertaking, are herein-after called the Bombay and Baroda Railway.

And whereas by four Indentures dated respectively the 24th day of September 1884, the 16th day of March 1888, the 8th day of November 1889, and the 5th day of October 1893, and made between the Secretary of State of the one part and the Company of the other part, the Company agreed to work, manage, and maintain, on the terms and under the provisions in the said Indentures contained, for a term to expire by effluxion of time on the 30th June 1900, but determinable as therein mentioned, as one undertaking, the State Railways herein-after mentioned, that is to say, the Rajputana-Malwa Railway (as described in the said Indenture of the 24th day of September 1884), the Cawnpore-Achnera Railway, together with the Bindrabai branch as part thereof (as described in the said Indentures of the 16th day of March 1888 and the 8th day of November 1889), and the Godhra-

should be paid into the Bank of England to the account of the Secretary of State, and the Company should at the same time deliver to the Secretary of State or his agents on behalf of Her Majesty for the purposes of the Government of India the engines, carriages, stock, plant, and machinery belonging to the said railways and works, and all plans, surveys, sections, books, printings, drawings, writings, and documents whatsoever in any way connected with the undertaking and affairs of the Company, and the Secretary of State should be bound to pay out of the revenues of India in London on the said half-yearly day for the purchase of all the said premises a sum equal to the full amount of all the value (to be calculated as therein mentioned) of all the shares and capital stock in the said Railway Company then issued or created for raising capital for the purposes of the said Indenture of 21st of November 1855 and the said Indenture now in recital or of either of the said Indentures, and should also be bound to indemnify the said Railway Company against all such debts and liabilities (if any) as they might have incurred, to or with the sanction of the East India Company or the Secretary of State as should be then subsisting, and thereupon the covenants contained in the said Indenture of the 21st of November 1855, and the said Indenture now in recital and a certain Indenture dated the 1st of February 1859 therein recited for payment of interest should cease:

AND WHEREAS by an Indenture dated the 17th of November 1871 made between the Secretary of State of the one part and the Company of the other part provision was made for and respecting the construction and working by the Company of an extension line, and it was thereby agreed that when the said extension line should be opened with the sanction of the Secretary of State (which has long since happened), the original lines of the Company and the said extension line should be considered as one undertaking, and then all the clauses of the said Indenture of the 2nd of February 1859 which should apply to the said original lines and every other Contract and stipulation between the Secretary of State and the Company which should then relate to or affect the same lines should have effect as if such extension line were part of the original lines, and also that all the provisions of the said Indentures of the 21st of November 1855 and the 2nd of February 1859 respectively, so far as the same were subsisting and capable of taking effect and were not rescinded or modified as therein mentioned, and in particular the powers of the Secretary of State to purchase the railways and works at any time within six calendar months after the expiration of the first 50 years of the said term, should remain in full force:

AND WHEREAS by an Indenture dated the 14th of May 1886, made between the same parties respectively, it was agreed that a certain branch line of railway and extensions thereof therein mentioned, which had been constructed and where worked by the Company, should be deemed to be part of the general undertaking of the Company, and the Secretary of State and the Company respectively should be in the same positions and under and subject to the same obligations and liabilities, and entitled to the same benefits, advantages, and rights as under the several Indentures therein

of the said proposed Contract or any modifications thereof, are herein-after called the "Sabarmati-Dholka Railway."

And whereas the Company has requested the Secretary of State to extend the duration of the said Contract contained in the said Indenture of the 24th day of September 1884, until the 31st day of December 1905, and the Secretary of State has agreed so to do upon the terms and with the modifications herein-after contained.

Now this Indenture witnesseth and it is hereby agreed as follows:—

### *Interpretation of Terms.*

1. The expression "the Company's railway system" means and includes the railways herein-after mentioned, and consists or shall consist of the following component sections, that is to say:—

(a) The Bombay and Baroda Railway.

(b) The State Railways.

(c) The Ahmedabad-Prantel Railway.

(d) The Tapti Valley Railway.

(e) The Sabarmati-Dholka Railway, if and when the Company shall have entered into a contract with the Secretary of State for the working, maintenance, and management thereof.

(f) Any other line or lines of railway which shall, for the time being, during the continuance of this Contract, be worked and maintained by the Company as a component section of the Company's railway system.

The expression "gross earnings" means and includes, in reference to any component section which is worked under a Contract or Contracts containing a definition of that expression, the gross earnings as defined by such Contract or Contracts, and, in reference to any other component section, the gross earnings derived from the working of the railway or railways included in such section and from all other sources of income which are treated as revenue of such component section under the provisions of the Contract or Contracts relating thereto.

### *Extension of the Contract relating to the Rajputana-Malwa Railway and Contracts co-terminous therewith.*

2. The contract Contained in the said Indenture of the 24th day of September 1884, and every other existing Contract terminating at the same time as that Contract, shall be extended and continue in force subject to the modifications herein-after contained until the 31st day of December 1905, unless the same respectively be previously determined under any provisions therein contained.

Chord and the Palampur-Deesa Railway, the receipts of the said railways for such half-year after deducting working expenses, as mentioned in the 7th clause of the said Indenture of the 1st of February 1901, and also deducting the sums mentioned in sub-clauses (1) and (2) of such 7th clause, and all other charges, if any, to revenue account (not being working expenses) properly attributable to that half-year, and the said expression means as to each of the railways mentioned in the second part of the said Schedule, the gross earnings of such railway for the half-year less the working expenses thereof for the half-year, as calculated under clause 5 (5) of the said Contract of 1st February 1901, and less all other charges, if any, to revenue account (not being working expenses) properly attributable to such half-year.

And the said expression means as to every other railway included in the Company's railway system the gross earnings of such railway for the half-year less all expenses which are treated under the Contracts affecting the same respectively as working expenses thereof for the half-year, and less all other charges, if any, to revenue account (not being working expenses) properly attributable to such half-year.

The expression "gross earnings" means and includes all sums which have heretofore been treated as gross earnings of the undertaking or railway in question in the accounts relating thereto kept by the Company, and does not include any sums payable to any railway by way of rebate, in respect of traffic interchanged between such railway and any other part of the Company's railway system.

## PART I.

2. The Secretary of State under the powers of the East India Loans (Railways) Act, 1905, shall create and issue to the Company on the 31st of December 1905, 3 per cent. India Stock to the amount of 10,089,146l. 8s. 5d. in satisfaction of 9,685,580l. 11s. 3d. part of the said purchase money of 11,685,580l. 11s. 3d. being 100l. of such stock for every 96l. of the purchase money so satisfied. The said stock shall carry interest payable by equal quarterly payments on the 5th of January, the 5th of April, the 5th of July, and the 5th of October, the first quarterly dividend to be paid on the 5th of April 1906, in respect of the period commencing on the 5th of January 1906, and the interest for the five days from the 1st of January to the 5th of January 1906 shall be paid to the Company separately, and the said sum of 9,685,580l. 11s. 3d. part of the said purchase price, and the residue of the said purchase price of 11,685,580l. 11s. 3d. shall be paid or satisfied as herein-after mentioned.

3. The Company's undertaking (herein-after referred to as "the undertaking") and the engines, carriages, stock, plant, and machinery belonging thereto, and all plans, surveys, sections, books, printings, drawings and writings, and documents whatsoever in any way connected with the undertaking, and also all rolling stock, plant, stores, and things, if any, belonging to the Company in use for or pertaining to the Patti Branch, and also the

sections respectively for such half-year other than and except the gross earnings of any line or lines of a different gauge from that of the main line of the section to which such line or lines belong.

(6) The share of all working expenses so attributed in respect of any half-year to any component section and the working expenses for such half-year of all lines (if any) belonging to such section of a gauge different from that of the main line of such section shall be deemed to be and dealt with as the actual working expenses during such half-year of such component section.

(7) The Company shall in respect of each component section keep a separate account of the working expenses of any line or lines of a different gauge from that of the main line of the component section to which such line or lines belong, and such accounts shall be kept in accordance with and subject to the provisions of the Contracts relating to the component section to which such accounts refer.

### *Net Receipts of the Bombay and Baroda Railway.*

6. The moneys to be applied under the provisions of Clause 18 of the said Indenture of the 2nd day of February 1859, or of any modification thereof for the time being in force as net receipts of the Bombay and Baroda Railway for any half-year during the continuance of this Contract shall be the net receipts therein mentioned or referred to, and all other receipts (if any) which for the time being are, or but for this clause would have been applicable as therein mentioned after deducting therefrom the working expenses for such half-year of the Bombay and Baroda Railway to be ascertained as herein-before mentioned, and the whole or that portion of the working expenses for such half-year of any other line or lines for the time being worked by the Company which ought in accordance with the provisions of the Contracts relating thereto to be paid out of such receipts as aforesaid, and all other sums (if any) not being working expenses deductible therefrom in accordance with the provisions of the said clause or any modification thereof for the time being in force.

### *Application of the receipts of the State Railways.*

7. The receipts mentioned or referred to in Clause 39 of the said Contract of the 24th day of September 1884 and all other receipts (if any) which for the time being are or but for this provision would have been applicable as therein mentioned, after deducting the working expenses for such half-year of the State Railways to be ascertained as herein-before mentioned and the whole or that portion of the working expenses for such half-year of any other line or lines for the time being worked by the Company which ought in accordance with the provisions of the Contracts relating thereto to be paid out of such receipts as aforesaid and all other charges (if any) to Revenue Account (not being working expenses) properly attributable to that half-year shall be applied in the following manner and in the following order:—

(1) In payment of such a sum, not exceeding in any half-year 40 rupees per mile of railway forming part of the said State

relation thereto all the duties and obligations imposed upon the Company by the Contracts affecting the same in force before that date.

8. The Company shall, in the management of the Company's undertaking, and with regard thereto, comply with and conform and give effect to the provisions contained in clauses 8, 10, 11, 13, 19, and 28 of the said Indenture of the 2nd of February 1859 and clause 8 of the said Indenture of the 17th of November 1871, so far as such provisions are not inconsistent with any of the terms herein expressed.

9. The several Contracts mentioned in the Schedule hereunder written, and in force immediately before the 31st of December 1905, shall, save as herein provided and notwithstanding the provisions of clause 64 of the Contract of 24th September 1884, clause 27 of the Contract of 30th October 1896, clauses 2 and 3 of the Contract of 1st February 1901, and clause 26 of the Contract of 18th July 1902, continue in force as from the 31st of December 1905 until determined in pursuance of any of the provisions thereof respectively other than the above-mentioned respective clauses, or until the provisions of Part II of these presents shall be determined.

10. Sub-clauses (3) and (4) of clause 7 of the said Contract of 1st February 1901 shall cease to have effect. Clauses 4, 5, and 6 of the Contract of the 5th of October 1893, and the application thereof by the Contract of the 1st of October 1897 to the last-mentioned Contract, shall cease to have effect. The Company shall, during the continuance of Part II of these presents retain possession for the purposes of these presents of the rolling stock referred to in the said clause 6 and application thereof.

11. The Patri Branch, the Rewari-Phalera Chord, and the Palanpur-Deesa Railway shall continue to be worked by the Company as at present.

12. The net receipts of the undertaking for every half-year shall belong to the Secretary of State.

13. All moneys which the Company shall, with the sanction of the Secretary of State, require for the purposes of Part II of these presents shall be supplied to the Company by the Secretary of State, according to such arrangements as shall from time to time be made between the Secretary of State and the Company.

14. The Secretary of State shall, so long as the provisions of Part II of these presents shall continue in force, pay to the Company in London half-yearly, on the 1st July and 1st January, a sum equal to interest at the rate of 3 per cent. per annum on the sum of 2,000,000*l.*, and also, as soon as may be after the accounts of the Company's system for each year shall be completed, pay to the Company, if this part of these presents shall have continued in operation during the whole of such year, a certain proportion as hereinafter expressed of the amount, if any, by which the aggregate net receipts of the Company's railway system for the two half-years comprised in such year shall exceed the aggregate of the following, namely, (a) 215 lakhs, and (b) the

Company shall re-transfer the same accordingly, and the provisions of Clause 9 of the said indenture shall *mutatis mutandis* extend to and apply to any such re-transfer, and the provisions of Clauses 28 and 31 of the said Indenture shall apply to any re-transfer of all or any part of the Bhatinda-Ferozepore section. In the event of the re-transfer of all or any part or parts of the said Cawnpore-Achnera Railway particulars similar to those mentioned in Clause 28 of the said Indenture of the 24th day of September 1884 shall be entered in the Capital Account of that Railway with this variation that the 1st day of October 1886 shall be substituted in place of the 1st day of January 1885, and the value (to be agreed upon by the Secretary of State and the Company) of any stores re-transferred shall be credited to the Stores Account of that Railway.

*Applications of Gross Earnings of the Ahmedabad-Pranterj Railway.*

9. The sum to be paid over to the Company by the Secretary of State in respect of the Ahmedabad-Pranterj Railway under the provisions of Clause 23 of the said Indenture of the 4th day of June 1896 for every half-year during the continuance of this Contract shall be a sum equal (subject to the provision herein-after contained) to the working expenses for such half-year of the said Railway to be ascertained as herein-before mentioned less such sums (if any) as the Secretary of State is entitled to return under Clause 25 of the said Indenture, provided always that such sum is not in any year to exceed 44 per cent. of the gross earnings of the said Railway for that year, and Clause 23 of the said Indenture shall be modified accordingly.

*Application of Gross Earnings of the Tapti Valley Railway.*

10. The sums to be paid over to the Company by the Secretary of State in respect of the Tapti Valley Railway under the provisions of Clause 23 of the said Indenture of the 30th day of October 1896 for every half-year during the continuance of this Contract shall be a sum equal (subject to the provisions herein-after contained) to the working expenses of such half-year of the said Railway, to be ascertained as herein-before mentioned, less such sums, if any, as the Secretary of State is entitled to retain under Clause 25 of the said Indenture, provided always that such sum shall not in any year exceed 44 per cent. of the gross earnings of the said Railway for that year, and Clause 23 of the said Indenture shall be modified accordingly.

*Time for Commencement of Rebate to the Tapti Valley Railway.*

11. The date from which the Secretary of State shall be entitled to retain the sums mentioned in Clause 25 of the said Indenture of the 30th day of October 1896 by way of rebate shall be the 30th day of June 1900, and Clause 25 of the said Indenture shall be modified accordingly.

*Arbitration Clause.*

12. If the Secretary of State and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract,



system, agree upon any other scale or basis of remuneration to the Company for their services under Part II of this present Contract, or any of such services, for the whole or any part of the period of such agreement to be paid or allowed to the Company by the Secretary of State, and any recompment which ought thereunder to be made by the Company to the Secretary of State, shall be paid, allowed, made, and adjusted after such agreement shall have come into operation or as shall be thereby provided.

17. The Company shall, so long as the provisions of Part II of these presents shall continue in force, keep all accounts relating to the Company's railway system, and every part thereof, and all lines worked by the Company, in accordance with the present practice and the several Contracts now in force relating thereto.

18. The foregoing provisions of Part II of this Contract shall continue in force until a further contract between the parties for the working of the Company's system by the Company, on behalf of the Secretary of State, shall come into operation (all necessary powers for that purpose having been previously obtained by the Company from Parliament), or until the determination of the said Part II by three calendar months' notice, expiring on or after the 1st of April 1907, as hereinafter provided.

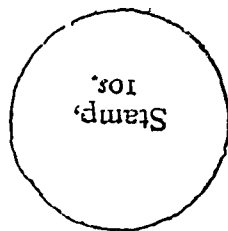
### PART III.

19. Upon a contract being entered into by the Company and the Secretary of State for the working by the Company of the Company's railway system for a further term of years, determinable as may be agreed, and upon such conditions as shall be agreed, the Company shall issue new capital stock to the amount of 2,000,000*l.* and shall allot the same as fully paid up to shareholders of the Company in satisfaction of an equal nominal amount to which they would be entitled of the said purchase money of 11,685,580*l.* 11*s.* 3*d.* and the Secretary of State shall guarantee payment to the Company during such term of the amount of interest on the said new capital stock at the rate of 3 per cent. per annum, and of such remuneration by way of share of earnings or otherwise as shall be agreed, and in consideration of such guarantee and of the premises the Secretary of State shall be discharged and released by the Company from payment of the 2,000,000*l.* balance of the said purchase price remaining after the issue of India stock mentioned in clause 2 of these presents.

20. If such new Contract as aforesaid shall not have been entered into on or before the 31st of December 1906, either of the said parties hereto shall be at liberty, by giving three calendar months' notice in writing, expiring on or at any time after the 1st of April 1907, to determine Part II of this Contract, whereupon the Secretary of State shall pay to the Company in cash the said sum of 2,000,000*l.*, and the Company shall give to the Secretary of State possession of the Company's undertakings with the rolling stock, plant, machinery, and appliances belonging thereto, or then used for

INDORE RESIDENCY.

APPENDIX No. X, Page 189.



THIS INDENTURE, made the 27th day of December 1905  
BETWEEN THE SECRETARY OF STATE IN COUNCIL  
OF INDIA (hereinafter called "the Secretary of State")  
of the one part, and THE BOMBAY, BARODA AND  
CENTRAL INDIA RAILWAY COMPANY (hereinafter called  
"the Company") of the other part.

WHEREAS by an Indenture dated the 2nd of February 1859, made  
between the Right Honourable Edward Henry Stanley, commonly called Lord  
Stanley, and others, being the Secretary of State in Council of India, of the  
one part, and the Company of the other part, provisions were made for secur-  
ing to the Company a right to and possession of their railway therein men-  
tioned for the term of 99 years from the 1st of May 1855, determinable as  
therein mentioned, and divers other provisions relating to the Company's  
undertaking. And it was by clause 22 thereof agreed that at any time within  
six calendar months after the expiration of the first 50 years of the said term  
or 99 years it should be lawful for the Secretary of State to give notice to the  
Company of his intention to purchase on behalf of Her Majesty for the  
purposes of the Government of India the railways and works constructed and  
to be constructed under the said Indenture and an Indenture of the 21st of  
November 1855 therein recited, together with the stations and telegraphs  
(if any) and the engines, carriages, stock, plant, and machinery belonging  
to the said railways and works, but subject to such debts and liabilities as  
therein mentioned, and to interest on such of the said debts as carried  
interest from the day on which possession should be taken of the said  
railways but not from any earlier time, and thereupon at the half-yearly  
day next but one following such notice (such half-yearly days being the  
30th of June and the 31st of December) the land provided or to be provided  
by the Secretary of State as therein mentioned with the railways thereon,  
and all buildings, stations, works, fixed machinery, telegraphs, and conve-  
niences whatsoever were to revert to and become the property of Her Majesty  
for the purposes of the Government of India, and in case any lands in Great  
Britain should then be held by the Company for the purpose of their business  
the same should be sold and the clear moneys to be produced by such sale

Bombay, Baroda and Central India Railway Company, have herunto caused their common seal to be affixed, the day and year first above

The common seal of the Bombay, Baroda and Central India Railway Company was herewith affixed in the presence of

}	Directors.	SAM J. WILDE,
		J. ANNAN BRYCE,
		T. W. WOOD, Secretary.

Seal of the  
Bombay, Baroda  
and Central  
India Railway  
Company.

THE FIRST PART.

*State Railways.*

Name of Line.

- Rajputana-Malwa Railway
- Camppore-Achnera Railway
- Bindraban Branch
- Godhra-Rutlam Railway
- Rutlam-Nagda Railway
- All the above lines

All the above lines

THE SECOND PART.

*Railways belonging to other Companies.*

Name of Line.

Ahmedabad-Prantj Railway  
 Tapti Valley Railway.  
 Ahmedabad-Dholka Railway  
 All the above railways.

4th June 1896.  
30th October 1896.  
18th July 1902.  
1st February 1901.

Date of Contract.

for such payment), the same shall be paid or satisfied in manner hereinafter mentioned :

AND WHEREAS the Godhra-Baroda Chord, and the rolling stock, plant, stores, and things, if any, belonging to the Company in use for or pertaining to the Patri Branch, and also the rolling stock respecting the taking of which by the Secretary of State provision is made by the said 6th clause of the said Contract of the 5th of October 1893 and the said Contract of 1st October 1897 as aforesaid, are included in the premises and property purchased by the Secretary of State for the said sum of 11,685,580*l.* 11*s.* 3*d.*:

AND WHEREAS the arrangements hereinafter expressed have been come to for the working of the Company's railway system from and after the 31st of December 1905 :

NOW THIS INDENTURE WITNESSETH and it is hereby agreed as follows:—

### *Definitions.*

1. In these presents " The Company's undertaking " means the railways and works constructed under the said Indentures of the 21st of November 1855, the 2nd of February 1859, and the 17th of November 1871 respectively, including the railway comprised or referred to in the said Indenture of the 14th of May 1886, and including all lands provided under the same Indentures respectively, or any of them, and including also the Godhra-Baroda Chord and the buildings, stations, works, fixed machinery, telegraphs, and conveniences belonging to the said railways.

" The Company's railway system " means and includes—

- (1) The railways included in the Company's undertaking as above defined.
- (2) The railways mentioned in the Schedule to these presents.
- (3) Any other line or lines of railway which shall for the time being during the continuance of this Contract be worked and maintained by the Company as a component part of the Company's railway system, including the Patri Branch, the Rewari-Phalera Chord, and the Palanpur-Deesa Railway, and also any railway worked by the Company which belongs to a Native State.

The expression " net receipts " for any half-year means, as to the Company's undertaking, such moneys as in accordance with clause 6 of the Indenture of the 1st of February 1901 mentioned in the said Schedule would be applicable as net receipts of the Bombay and Baroda Railway for the time being under clause 18 of the said Indenture of the 2nd of February 1859 or any modification thereof in force immediately before the 31st of December 1905 ; and the said expression means as to the railways mentioned in the first part of the Schedule hereto, together with the Rewari-Phalera

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rolling stock respecting which provision is made by clause 6 of the Contract of the 5th of October 1893, and the application thereof by the said Contract of the 1st of October 1897 to the last-mentioned Contract, shall, as from the 31st of December 1905, belong to the Secretary of State, and the Company shall execute and do and procure to be executed and done by all necessary persons all instruments and things which may be required to vest the same in the Secretary of State or such person or persons as he shall require. And in case any lands or premises in Great Britain are then held by the Company for the purpose of their business, the same shall be thenceforth held by them in trust for the Secretary of State, and to be disposed of as he shall direct, and until he shall so direct shall not be sold as provided by the 22nd clause of the said Indenture of the 2nd of February 1859, and as from the said 31st of December 1905 all interest payable by the Secretary of State to the Company, or in respect of their existing capital, or under any of the said Indentures of the 2nd of February 1859, the 21st of November 1855, the 1st of February 1859, and the 17th of November 1871, shall cease.

4. The Company shall, on a date to be named by the Secretary of State, pay over to him any moneys in their hands representing unclaimed guaranteed interest and dividends on and in respect of the shares and stock of the Company, and unclaimed interest on debentures, and unclaimed portions of any moneys advanced by the Secretary of State to the Company for the repayment of principal sums secured by any debentures of the Company, and thereupon the Secretary of State shall be bound to indemnify the Company against all claims to the moneys so paid over.

## PART II.

5. During the continuance of Part II of this Contract the Company shall maintain, manage, and work the Company's railway system on the terms herein-after mentioned, and for that purpose shall, from and after the 31st of December 1905 until Part II shall cease to be in operation, retain possession of the railways, works and premises constituting the undertaking, and the rolling stock, plant, machinery, and appliances belonging thereto or then used for the purposes thereof, and the Company shall also be entitled to hold and receive all stores in hand or in course of delivery for the purposes of the undertaking.

6. As soon as may be reasonably possible an inventory of the undertaking and an inventory and valuation of the rolling stock, plant, and machinery belonging thereto, as on the 31st of December 1905, shall be made and signed by or on behalf of the Secretary of State and the Company, the valuation being based on the sums outstanding on that day on the Company's capital account.

7. During the period aforesaid the Company shall, save as herein expressed, maintain, manage and work the undertaking and every part thereof in the same manner as the same was maintained and worked by them immediately before the 31st of December 1905, and shall observe and perform in

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amount of interest accrued due in such year on further capital, if any, which shall for the time being have been provided by the Company with the sanction of the Secretary of State, or by the Secretary of State, for the purposes of the Company's railway system beyond the said sum of 2,000,000/.

The said proportion shall be as follows, that is to say: if such excess shall not exceed ₹15,00,000, then one-tenth part of such excess; if such excess shall exceed ₹15,00,000, but not exceed ₹30,00,000, then one-tenth of the first ₹15,00,000 of such excess, and one-fifteenth part of the residue of such excess; and if such excess shall exceed ₹30,00,000, then one-tenth of the first ₹15,00,000 of such excess, and one-fifteenth of the next ₹15,00,000, and one-twentieth part of the residue of such excess.

15. If Part II of this Contract shall be determined at any other date than on the 31st of December in any year, then the Secretary of State shall, as soon as may be after the accounts of the Company's railway system for the portion of the year elapsed before the date of such determination shall have been settled, pay to the Company a proportion of the amount, if any, by which the net receipts of the Company's railway system for such portion of a year shall exceed the aggregate of the following amounts, namely:—

(a) An apportioned part of 215 lakhs in the ratio which the said portion of a year shall bear to a full year.

(b) The amount of interest accrued due in respect of the said portion of a year on any further capital, if any, which shall for the time being have been provided by the Company with the sanction of the Secretary of State, or by the Secretary of State, for the purposes of the Company's railway system beyond the said sum of 2,000,000/.

The said proportion shall be as follows, that is to say: If such excess shall not exceed a sum bearing the same proportion to ₹15,00,000 as the length of the said portion of a year shall bear to a full year (which sum is hereinafter called the first sum) then one-tenth part of such excess; if such excess shall exceed the first sum but shall not exceed a sum bearing the same proportion to ₹30,00,000 as the said portion of a year bears to a full year (which sum is hereinafter referred to as the second sum); then one-tenth of the amount of the first sum and one-fifteenth part of the residue of such excess, and if such excess shall exceed the second sum, then one-tenth of the amount of the first sum and one-fifteenth of the amount of the difference between the second sum and the first sum and one-twentieth part of the residue of such excess.

16. The sums so to be paid by the Secretary of State to the Company as aforesaid shall be accepted by them in and as full satisfaction and remuneration for the performance by the Company of all the duties and obligations undertaken by them under Part II of this Contract with reference to the Company's railway system. Provided always, that in substitution for the remuneration provided by clauses 14 and 15 hereof, the parties may, in any further Contract to be entered into by them for the working of the Company's



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Consent of the Senate and House of Representatives

Executive and Legislative Departments

Executive Department

President of the United States

Vice President of the United States

Secretary of State

Secretary of the Navy

Secretary of the Treasury

Secretary of the Interior

Secretary of War

Secretary of Agriculture

Secretary of Commerce

Secretary of Education

Secretary of Health

Secretary of Labor

Secretary of Housing

Secretary of Veterans Affairs

Secretary of Social Security

Secretary of Energy

Secretary of Environmental Protection

Secretary of Transportation

Secretary of Defense

Secretary of the Air Force

Secretary of the Army

Secretary of the Marine Corps

Secretary of the Navy

Secretary of the Coast Guard

Secretary of the Federal Reserve

Secretary of the Federal Reserve Board

Secretary of the Federal Reserve Bank

Secretary of the Federal Reserve Bank of New York

Secretary of the Federal Reserve Bank of Chicago

Secretary of the Federal Reserve Bank of Cleveland

Secretary of the Federal Reserve Bank of Dallas

Secretary of the Federal Reserve Bank of Denver

Secretary of the Federal Reserve Bank of Kansas City

Secretary of the Federal Reserve Bank of Louisville

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Secretary of the Federal Reserve Bank of Washington

Secretary of the Federal Reserve Bank of Wichita

Secretary of the Federal Reserve Bank of Cincinnati

Secretary of the Federal Reserve Bank of Detroit

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Secretary of the Federal Reserve Bank of Knoxville

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Secretary of the Federal Reserve Bank of Nashville

Secretary of the Federal Reserve Bank of New Haven

Secretary of the Federal Reserve Bank of Oklahoma City

Secretary of the Federal Reserve Bank of Omaha

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Company shall re-transfer the same accordingly with a reasonable proportion of the rolling stock plant and machinery and stores and shall not claim or be entitled to any compensation in respect of such re-transfer other than the sums to be credited to the Company in respect thereof as hereinafter provided. And as from the date of such re-transfer the rights of the Company with respect to the last mentioned railway and the telegraphs and telegraphic appliances used therewith shall absolutely cease and determine.

*As to the maintenance and management of the undertaking.*

10. The Company shall keep the undertaking in good repair in good working condition and fully supplied with rolling stock plant and machinery to the satisfaction of the Secretary of State. If the Company shall fail for the space of one calendar month to comply with any requirement in writing of the Secretary of State in regard to the matters aforesaid or any of them the Secretary of State may enter on the undertaking and execute at the cost of the undertaking all such works and provide all such rolling stock plant and machinery as may in his opinion be required for the purposes of the undertaking.

11. The Company shall keep the rolling stock plant and machinery belonging to the undertaking in good repair and in good working condition to the satisfaction of the Secretary of State.

12. The Company shall maintain a sufficient staff for the purposes of the undertaking to the satisfaction of the Secretary of State and shall if required so to do by the Secretary of State continue all or any of the staff now engaged for the purposes of the Rajpootana Malwa Railway in their present employments the undertaking being charged with any contributions on account of pensions and furlough allowances which the Secretary of State may require such persons to pay and no such person unless now liable to be discharged by the manager on his own responsibility shall be discharged from his employment by the Company if after notice of the intention of the Company so to discharge him the Secretary of State shall object to such discharge.

13. The Secretary of State may from time to time by notice in writing require the Company to carry out any alteration or improvement in the undertaking or any addition thereto that may in his opinion be necessary for the safety of passengers or for the safety of the public or for the efficient working of the undertaking. Such notice shall specify the alteration improvement or addition required and shall also in general terms describe the works to be executed for the purpose of carrying out such alteration improvement or addition. On receiving any such notice the Company shall with all reasonable speed commence and proceed to execute the works described therein. The Secretary of State shall provide any land that may be required for the purposes aforesaid and shall supply the funds necessary for the purchase of such land and for the execution of such works and the cost of such of the said works as shall be properly chargeable to capital shall be charged to him and of all other such works shall be charged against the undertaking as working

Bowangraon, Bai and others, situated to the north of Bundi hills, which have been from times immemorial the ancestral property of the State be given up. Owing to friendship it is fitting that they should be restored.

## ARTICLE 3.

The Honourable British Company hereby engages to have no concern

with the country which belongs from ancient times to the Holkar family in Malwa Nimar, Kichhiwara, Umatwara, Bhopal and in other States such as Mewar, Marwar, Haroli, Supor and States situated to the south of the Chambal, nor to interfere with the affairs of those places. And the said Company also agrees to restore to Maharaja Jaswant Rao Holkar such of the possessions of the Holkar family as are situated in the Deccan south of the river Tapi which are as present in the occupation of the said Company with the exception of the fort and pargana of Chandor, pargana Ambar, pargana Shcogon and the parganas and villages situated to the south of the river Ganga Godavari which will remain in the possession of the said Company. In consideration, however, of the greatness of the family of Holkar an engagement is hereby given that in case relations of union and friendship are maintained by Maharaja Jaswant Rao Holkar and no act is committed by him which may be productive of evil in the territories of the Honourable British Company and its friends and allies, the said country, *i.e.*, the fort and pargana of Chandor, parganas of Ambar, Shcogon and villages situated to the south of the river Ganga Godavari, will at the expiration of eighteen months, be made over to Maharaja Jaswant Rao. These places which are [the Maharaja's] ancestral property from ancient times will now, that friendship and union have been established between the parties and all hostilities have been removed, be restored so that there may be no cause for any dispute. And in Malwa, Kichhiwara, Umatwara, Bhopal and other States of Mewar, Marwar, Haroli, Supor, Thawah, Dewlia Partabgarh and in the country situated in the Deccan to the south of the river Tapi, the Honourable British Company shall not offer any hindrance or interference.

## ARTICLE 4.

The Honourable British Company renounces all claims to the pargana Kunch and the Bundelkhand district. In case relations of union and friendship are maintained intact by the Maharaja towards the Honourable British Company and its friends and allies, the Honourable British Company shall, after the expiry of two years, give the pargana of Kunch in jagir to Bhiman Bai, the worthy daughter of the said Maharaja to be held by her under the Honourable British Company similar to that now enjoyed by Bala Bai. The family of Maharaja Jaswant Rao Holkar represents that the parganas of Kunch and Alsanpur Sauton have from ancient times belonged to that family and that the *chhatti* (*sic*) of the late Maharaja Subedar is also at that place. These should be restored without delay in consideration of their being

18. All services which the Secretary of State shall require the Company to perform for the post office the military department the police department or any other department of the State or for high Government officials (including in such services the conveyance of mails as defined by the Post Office Act or Acts for the time being in force in India the conveyance of post office servants when on duty the conveyance of troops and sailors military and naval establishments horses and other animals used for military purposes guns military stores and equipments the conveyance of police prisoners and paupers the conveyance of telegraph stores instruments officers and workmen and of any public stores whatever) shall be performed by the Company on the same general conditions as may for the time being be in force on State railways and (subject to the provision as to free passes contained in the 6th Clause of this contract) at such rates as may be approved by the Secretary of State.

19. The Company shall convey gold and silver bullion and gold and copper coin belonging to the Government of India and the persons in charge thereof at special rates to be from time to time approved by the Secretary of State.

20. The Company shall from time to time upon the requisition of the Secretary of State give precedence over all other traffic to the demands of the Government.

*As to receipts payments and expenditure.*

21. All moneys whatsoever which shall during the continuance of this contract be received by or on behalf of the Company in respect of the undertaking either in England or India or elsewhere including all moneys received from the use and working of the telegraphs and telegraphic appliances of which the Company shall for the time being be allowed to have the exclusive use but excepting any moneys which shall be paid to the Company by the Secretary of State pursuant to this contract shall at such times and in such manner as the Secretary of State may from time to time direct and without deduction be paid as to moneys received in England into the Bank of England to the credit of the Secretary of State and as to moneys received in India or elsewhere into some Government Treasury to be from time to time approved for the purpose by the Secretary of State.

22. Of the moneys mentioned in the last preceding clause and not the subject of the exception therein contained such as shall arise from the sale of any property on any occasion other than the replacement of the property sold by other property of the same or a similar character shall be treated as received on account of capital the residue shall be treated as received on account of revenue. Provided always that no sale of any property on any occasion other than such replacement as aforesaid shall be made without the sanction of the Secretary of State.

23. All moneys which the Company shall with the sanction of the Secretary of State require for the purposes of the undertaking shall be supplied to the Company by the Secretary of State according to such arrangements as shall from time to time be made between the Secretary of State and the Company.

the Honourable British Company shall not in any way molest or injure in the Punjab, etc., Raja Ranjit Singh, Sardars Fateh Singh, Tara Singh, Dewa Singh, Budh Singh, Jodh Singh, Karam Singh, Mahatab Singh, Jail Singh, Bhogwan Singh, Baghel Singh, Gurdit Singh, Jodh Singh Kalsia, Kutub-ud-din Khan Kasuria, Raja Sansar Chand of Nadaun, Sahib Singh of Gujrat, Mir Ahmad of Jakranwan, the Chief of Kot Maler and others, who have been the Maharaja's friends from ancient times.

## ARTICLE 9.

The Honourable British Company engages that it will bring about a reconciliation between the Peshwa and Maharaja Jaswant Rao Holkar between whom some discord has arisen. It is agreed that reconciliation should be speedily effected.

## ARTICLE 10.

The Maharaja Holkar represents that the Honourable English Company should cause to be restored to him the goods, saddlery, elephants' trappings and baggage, etc., which were treacherously taken possession of by the Chief of Nagpur. If, however, the said Raja should not return these at the instance of the Honourable Company, the latter should not protect or assist him if the Maharaja takes such steps as he may deem necessary to recover his property.

## ARTICLE 11.

Maharaja Jaswant Rao Holkar represents that the Honourable British Company should arrange that the Jagirs enjoyed by officials and Udak servants and others from the Peshwa from old times, should be restored to them. The zemindari rights should be restored to those who have hitherto enjoyed them.

## ARTICLE 12.

Maharaja Jaswant Rao Holkar represents that brotherly feeling exists between Daulat Rao Sindhia and Maharaja Jaswant Rao. But owing to interests of the parties in the country and the instigations of certain officials, misunderstandings sometimes arise. In such a case the Honourable British Company should bear in mind that if by any chance some misunderstandings should occur between them, the Company should rest assured that they will themselves settle their differences.

## ARTICLE 13.

Whatever territory belongs to this side in India from ancient times shall be restored.

## ARTICLE 14.

Maharaja Jaswant Rao Holkar represents that the revenue (Mu'amala) of Jaiपुर State belongs to him of right from ancient times that he will take it

28. In the Capital Account the following particulars shall be entered to debit and credit respectively (that is to say):—

To Debit :—

- (a) The value at cost price as shown in the accounts of the Government of the railways rolling stock plant and machinery to be handed over to the Company as aforesaid.
- (b) The value as certified by the Secretary of State of all land provided by him after the 1st of January 1885 for the purposes of the undertaking.
- (c) All moneys which shall be actually expended by the Company with the sanction of the Secretary of State out of funds provided by him or by the Secretary of State upon works rolling stock plant or machinery the cost of which is chargeable to capital.
- (d) All such other sums (if any) as ought under the provisions of this contract to be entered to debit in the Capital Account.

And to Credit :—

- (e) All such of the moneys to be received by or on behalf of the Company as are herein provided to be treated as received on account of Capital.
- (f) The value (to be determined by the Secretary of State) of any land of which the Company shall have been allowed to take possession for the purposes of this contract and which shall have been subsequently relinquished to the Secretary of State under the 6th clause hereinafter contained.

And if the railway from Rewari to Ferozepore (hereinafter in this clause referred to as "the said Railway") and any extensions or branches thereof and any rolling stock plant or machinery shall be re-transferred to the Secretary of State under the provision in that behalf hereinbefore contained then as on the date of such re-transfer the following particulars shall be entered to credit in the Capital Account.

- (g) The value of the said railway, as on the 1st of January 1885 as entered in the Capital Account.
- (h) The value as entered in the Capital Account of the land (if any) which shall have been provided by the Secretary of State after the 1st of January 1885 for the purposes of said railway or of any extensions or branches thereof and which shall be so re-transferred as aforesaid.
- (i) The moneys actually expended by the Company with the sanction of the Secretary of State out of funds provided by him or by the Secretary of State after the 1st of January 1885 upon works upon the said railway extensions or branches.

## INDORE RESIDENCY.

APPENDIX NO. VIII, Page 189.

*Contract.*

BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA  
AND THE BOMBAY BARODA AND CENTRAL INDIA RAIL-  
WAY COMPANY, AS TO THE MAINTENANCE, MANAGEMENT  
AND WORKING OF THE RAJPUTANA MALWA RAILWAY BY  
THE COMPANY, DATED THE 24TH SEPTEMBER 1884.

This Indenture made the 24th day of September 1884 between the Secretary of State in Council of India, of the one part, and the Bombay Baroda and Central India Railway Company, incorporated by the Bombay Baroda and Central India Railway Act 1855 passed in the session of the 15th and 16th year of Her present Majesty and now incorporated under the provisions of the Bombay Baroda and Central India Railway Act 1859 passed in the session of the 22nd and 23rd years of Her present Majesty, of the other part: Whereas by the Indian Guaranteed Railways Act 1879 the parties hereto are authorised and empowered to enter into contracts for the purpose hereinafter expressed. Now this Indenture witnesseth and it is hereby agreed and declared as follows:—

*Interpretation of terms.*

1. In this Contract—

"The expression "The Secretary of State" means The Secretary of State in Council of India.

"The expression "The Company" means The Bombay Baroda and Central India Railway Company.

"The expression "The Bombay and Baroda Railway" means the railways worked by the Company on the 1st January 1885 and any alterations and additions that may from time to time during the continuance of this contract be made in or to the said railways by or with the sanction of the Secretary of State but not so as to include any railways or works comprised in "The Undertaking" as hereinafter defined.

"The expression "The Rajputana Malwa Railway" means the lines of railway extending from Khundwa on the Great Indian Peninsula Railway to Indore and Ajmere and from Sabarnati on the Bombay Baroda and Central India Railway to Ajmere Kewari Porezepore Delhi and the transfer station at Agra on the left bank of the Jumna River and all branches thereof respectively except the branch from Achmera to Multra.



State under Clause 9 of this Contract the value thereof (to be agreed upon as aforesaid) shall be credited to the Stores Account.

32. The stores in hand shall from time to time be re-valued at such time or times as the Secretary of State shall direct and in such manner as shall from time to time be agreed upon by the Secretary of State and the Company and the value of the stores in hand as entered in the books of the Company shall be corrected in accordance with such re-valuation and all necessary adjustments shall be thereupon made by making entries to debit or credit in the Revenue Account as may be proper.

33. In the accounts aforesaid all general charges debitable partly against the undertaking and partly against the Bombay and Baroda Railway shall be divided between the undertaking and the Bombay and Baroda Railway in

undertaking or any part or parts thereof or any land or works belonging thereto and may maintain and work the existing telegraphs and telegraphic appliances and all or any of such new or additional telegraphs and telegraphic appliances as he shall think fit. And it shall be lawful for him from time to time to erect maintain make do and execute on any part of the said railways land or works all such buildings machinery works acts and things as he shall consider necessary or proper in relation to the maintenance construction use and working of the said existing and new or additional telegraphs and telegraphic appliances but so that due regard be had to the convenience of the working of the undertaking in respect of the time and place of such erections maintenance making and execution. The Company shall at all times furnish the Secretary of State with such free passes over all or any part of the railways comprised in the undertaking and over all or any part of the Bombay and Baroda Railway as he may require for persons employed by him in or about or in connection with the maintenance construction working or inspection of the said telegraphs and telegraphic appliances or any buildings or works appertaining thereto.

7. The Secretary of State shall from time to time allow the Company to have the exclusive use of such of the said telegraphs and telegraphic appliances as he shall from time to time consider proper to be used by the Company for the purpose of safely or efficiently working the railways comprised in the undertaking and shall keep the same telegraphs and telegraphic appliances in good repair and in good working order and condition. And the Company shall upon demand pay into such Government Treasury in India as shall from time to time be appointed for the purpose by the Secretary of State the amount which the Secretary of State shall from time to time require the Company to pay in respect of the charges made by the Government Telegraph Department for rent maintenance and inspection of the telegraphs and telegraphic appliances of which the Company shall for the time being be allowed to have the exclusive use. All amounts paid by the Company under this provision shall be included amongst working expenses.

8. The Company if so directed by the Secretary of State shall in working any telegraphs or telegraphic appliances of which they shall for the time being be allowed to have the exclusive use under the last preceding clause observe the rule as to working telegraphs and telegraphic appliances for the time being in force in the case of State Railway Telegraphs or such rules as the Secretary of State may from time to time prescribe for the Company's observance and if so directed by the Secretary of State shall account in such manner as shall be prescribed by the rules for the time being in force in the case of State Railway Telegraphs or as the Secretary of State shall require for the receipts derived from the working of telegraphs and telegraphic appliances.

*As to the re-transfer of the Ferozepore Railway.*

9. The Secretary of State may at any time by giving six months' previous notice in writing require the Company to re-transfer to him the railway from Rewari to Ferozepore including any extensions or branches thereof and the

undertaking in good repair and in good working condition and fully supplied with rolling stock plant and machinery except such part if any of such expenditure as may be charged to Capital.

- (3) All expenditure incurred by the Company with the sanction of the Secretary of State in keeping the rolling stock plant and machinery belonging to the undertaking in good repair and in good working condition.
- (4) All expenditure incurred by the Company with the sanction of the Secretary of State or by the Secretary of State in the execution of any works chargeable to Revenue.
- (5) So much of the cost of providing and maintaining a police force for the purposes of the undertaking as is not hereby agreed to be borne by the Secretary of State.
- (6) The costs of any reference that may arise on the audit of any of the accounts of the undertaking and the preparation of the returns and statistics mentioned in the 56th clause of this Contract and such of the costs of any reference under the 13th clause as the Secretary of State shall not direct to be otherwise treated.
- (7) Such sums as under the provisions of the 12th clause of this Contract ought to be charged against the undertaking.
- (8) Such sums as according to the rules for the time being in force of the State Railway Provident Institution now established shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of that Institution without being dependent or contingent on the amount of the net receipts of the undertaking.
- (9) The charges of the Government Telegraph Department for the rent maintenance and inspection of the telegraph and telegraphic appliances provided for the use of the Company.
- (10) Such a sum not exceeding in any half-year 40 Rupees per mile of railway forming part of the undertaking for the time being open for traffic as may be required by the Secretary of State to cover the costs and charges of and incidental to the supervision audit and control of the Company in respect of the undertaking by the Secretary of State (being the sum hereinafter provided by Clause 52).
- (11) All reasonable legal expenses whether incurred by the Secretary of State or with his sanction by the Company in connection with the undertaking and all such other expenses as the Secretary of State and the Company agree to treat as part of the working expenses of the undertaking.

39. The receipts of the undertaking in each half-year after deducting working expenses and all other charges to Revenue Account properly

expenses. If in any case the Company shall neglect to proceed with the proposed works or fail to complete the same to the satisfaction of the Secretary of State the Secretary of State may enter on the undertaking and execute the said works.

#### *Police.*

14. The Secretary of State shall provide and maintain for the purposes of the undertaking such a force of police as the Company with the approval of the Secretary of State shall from time to time require. And if the Secretary of State shall consider that any addition to the force is required for the preservation of law and order for the purposes of the undertaking his determination on that point shall be final and such addition shall be made accordingly. The cost of providing and maintaining the force of police required for the purposes aforesaid shall be defrayed in the following manner that is to say three-tenths shall be borne by the Secretary of State and the remaining seven-tenths shall be treated as part of the working expenses of the undertaking.

#### *As to the use and working of the undertaking and the conveyance of traffic.*

15. The Company shall cause to be run so many trains at such times at such rates of speed between such places and with such conveniences and accommodations as the Secretary of State shall from time to time require.

16. The Secretary of State shall have power from time to time to fix and vary both maximum and minimum rates with a reasonable difference between them for the carriage of passengers and goods over the railways comprised in the undertaking and the rates and fares to be charged by the Company for the carriage of such passengers and goods shall not exceed the maximum and shall not be less than the minimum rates so fixed. And the Company in respect of all passengers and goods derived from or delivered to any railway comprised in the undertaking and which may be carried over the Bombay and Baroda Railway or any part thereof shall book through between all stations comprised in the undertaking and all stations on the Bombay and Baroda Railway and shall charge not more than the same mileage rates for the distance which such passengers and goods shall be carried over the Bombay and Baroda Railway or any part thereof as shall be charged on the railways comprised in the undertaking and all stores required for use on the Bombay and Baroda Railway or any part thereof shall be carried at the same mileage rates over the Bombay and Baroda Railway and over the railways comprised in the undertaking such rates not being less than the actual cost of conveyance.

17. The Secretary of State may from time to time require the Company to carry out any alteration or improvement in the working of the undertaking that may in his opinion be necessary for the safety of passengers or for the safety of the public or for the safe and effectual working of the undertaking.

43. The Secretary of State may from time to time require the Company to make reasonable arrangements for the interchange of traffic and rolling stock between the undertaking and other railways and for through booking.

44. The Secretary of State may from time to time require the Company to allow the use of any of the stations forming part of the undertaking for the accommodation of the traffic of any railway belonging to any other Company or to the State or to any allied tributary or foreign State upon the payment of reasonable tolls and under reasonable conditions and restrictions and may also require the Company to make such alterations and additions as may in the opinion of the Secretary of State be necessary or convenient for the purposes of such accommodation upon such terms as may be agreed upon between the Secretary of State and the Company and may also require the Company to allow junctions to be formed between any of the railways forming part of the undertaking and railways belonging to any other Company or to the State or to any allied tributary or foreign State.

45. The Company shall if and when required so to do by the Secretary of State give all such facilities as he shall require for effecting an improved connection on the metre gauge between the undertaking and any railway in Kathiawar.

46. Unless and until the Secretary of State shall otherwise direct the working arrangements now existing between the Secretary of State and the East Indian Railway Company as to the use of the Rajputana-Malwa Railway at and near Agra shall continue in force between the East Indian Railway Company and the Company.

*As to the construction and working of Branch or other Railways.*

47. The Secretary of State may require the Company to construct any auxiliary or branch railway of the same gauge in connection with any railway comprised in the undertaking upon such terms and conditions as may in each case be agreed upon between the Secretary of State and the Company.

48. If the Secretary of State shall at any time or times before the determination of this contract give to the Company six months' notice in writing requiring them to work any line or lines of railway whether constructed by the Company or by or on behalf of the Government as branches or extensions of any of the railways comprised in the undertaking the Company shall accept and shall work such line or lines of railway from the expiration of the said notice and during the continuance of this contract provided (as to each such line of railway other than and except any railway connecting the undertaking with any railway in Kathiawar) that the same does not exceed 50 miles in length and lies for the greater part in British territory and that the cost thereof has not exceeded 72,000 Rupees a mile exclusive of rolling stock. And the Company shall also accept and work upon terms to be specially agreed upon between the Secretary of State and the Company any line of railway constructed as aforesaid which shall exceed 50 miles in length or shall lie for the greater part in a Native State or shall have cost more than 72,000 Rupees a mile exclusive of rolling stock. And every

24. All moneys expended by the Company on account of the undertaking and all other expenses of the Company in connection therewith shall from time to time be stated and submitted to the Secretary of State for his sanction and as between the Company and the Secretary of State shall be allowed only so far as the same shall from time to time have been sanctioned by the Secretary of State.

*As to accounts and audit.*

25. The Company shall keep all such accounts relating to the undertaking and all accounts as between the Company and the Secretary of State as the Secretary of State shall from time to time require and shall keep the accounts relating to the undertaking separate and distinct from the accounts relating to the Bombay and Baroda Railway. Such accounts shall be kept in such form and under such heads or divisions and for such sections of the undertaking and for such periods and with such details and shall be submitted to the Secretary of State at such times as he shall from time to time prescribe. The said accounts so far as the same are kept in India shall be kept in rupees of the Government of India and so far as they are kept in England shall be kept in sterling money. Such of the said accounts as are kept in England shall from time to time be transmitted by the Secretary of State to the Government of India and incorporated in the accounts of the Company in India each account transmitted being for the purpose of such incorporation converted into rupees at the average rate of exchange obtained by the Secretary of State for bills payable on demand drawn by him on India during the half-year immediately preceding that in which the incorporation is to be effected or if the Secretary of State shall not have drawn bills on India for so much as three months out of the half-year immediately preceding then at the average rate obtained during the half-year immediately preceding that in which the incorporation is to be effected for the best commercial bills payable on demand drawn in London on India such average rate to be decided by the Comptroller General at Calcutta.

26. Unless and until otherwise directed the Company shall keep the following accounts:—

A Capital Advance Account.

A Capital Account.

A Revenue Account.

A Stores Account.

27. All moneys advanced by the Secretary of State to the Company shall be entered in the Capital Advance Account and shall from time to time as expended with the sanction of the Secretary of State be transferred therefrom to the Capital Account or the Stores Account as the case may require. And the balance of the Capital Advance Account shall be made up and submitted to the Secretary of State from time to time as he shall require.

54. The Company shall to the satisfaction of the Secretary of State record and keep in proper books full and particular accounts of all their transactions and proceedings including full and true minutes of all their meetings of Directors communications with India and correspondence in any way relating to or affecting the undertaking or the business thereof or any of the matters or things included or referred to in this contract so as at all times to exhibit fully and truly the state of their affairs in relation thereto and the Secretary of State or any person or persons appointed by him in that behalf shall at all reasonable times have free access to all the books accounts papers and documents of the Company relating to the undertaking with power to call for or to make copies or extract for the same.

55. The rights powers and privileges of the Government Director of the Company appointed or to be appointed by the Secretary of State under the provisions of the agreement made between the Secretary of State and the Company and dated the 2nd of February 1859 shall extend to and include the undertaking and all matters connected therewith. And the Secretary of State may from time to time as often as occasion shall require appoint a person to represent the Government Director at any meeting of the Board or at any Committee meeting at which the Government Director may not be present and the person so appointed shall have all such rights and may exercise all such powers as the Government Director if present should have had or might have exercised not only with respect to the undertaking and all matters connected therewith but also with respect to all matters over which under the said agreement of the 2nd of February 1859 the rights and powers of the Government Director extend.

#### *Miscellaneous provisions.*

56. The Company shall from time to time make such returns and furnish such statistics relating to the undertaking in such form and under such heads and divisions and with such details as the Secretary of State may from time to time require. The costs of preparing such returns and statistics and incidental thereto shall be treated as part of the working expenses of the undertaking.

57. No claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the undertaking or the profits thereof of any Act of the Indian Legislature of general applicability for the time being in force. And the Company and the undertaking shall be subject to the provisions of every such Act and no claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the undertaking of any treaty convention or agreement for the time being in force between the Secretary of State and the Government of any allied tributary or foreign State although such treaty convention or agreement may not be of general applicability. And the Company and the undertaking shall be subject to the provisions of every such treaty convention or agreement as mentioned in this clause.

(f) The value of the rolling stock plant and machinery so re-transferred to the Secretary of State as aforesaid such value to be agreed upon by the Secretary of State and the Company.

29. The Capital Account shall from time to time as the Secretary of State shall require be made up and the balance thereon ascertained and stated therein. The Secretary of State may from time to time audit the Capital Account and correct errors therein as he shall see fit.

30. The Revenue Account shall contain an account of all such of the moneys to be received by or on behalf of the Company as are herein provided to be treated as received on account of revenue or to be transferred to the Revenue Account and of all expenditure which ought conformably with this contract to be treated as made on account of revenue. The Revenue Account shall be made up half-yearly to the 30th of June and the 31st of December in each year or to such other days as the Secretary of State shall from time to time prescribe and shall be regularly submitted by the Company to the Secretary of State who may audit the same either concurrently with or after expenditure or in both ways as he may think fit and may in case of any error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to him. Every Revenue Account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Secretary of State but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next Revenue Account or in any subsequent revenue account or accounts as the Secretary of State may determine.

31. The Company shall on or before the 30th of June 1885 make up and deliver to the Secretary of State an account of all stores delivered to the Company as on the 1st of January 1885 and of the value of such stores the value being taken as entered in the accounts of the Government except in those cases if any in which a different value shall be agreed upon by the Secretary of State and the Company. As soon as possible after the 30th of June and the 31st of December in each year or such other half-yearly days as the Secretary of State may from time to time prescribe for the making up of the Revenue Account the Company shall make up and deliver to the Secretary of State an account of all stores in hand on the half-yearly day immediately preceding the making up of the account and of all stores purchased and used respectively by the Company for the purposes of the undertaking since the 1st of January 1885 or since the date to which the Stores Account was last made up as the case may be showing the purposes for which such stores have been purchased or used. As often as any of the stores in hand shall be used by the Company for the purposes of the undertaking the value of the stores so used as entered in the books of the Company shall be charged to the Revenue Account or to the Capital Account as the case may require in accordance with the provisions in that behalf herein contained. If any stores for the time being in use upon or in connection with the railways comprised in the undertaking shall during the continuance of this contract be returned into store the value thereof (to be agreed upon by the Secretary of State and the Company) shall be debited in the Stores Account. If any stores shall be re-transferred to the Secretary of



be given to the Company other than any notice to be given under the 65th clause of this Contract shall be sufficiently given if left at the said office or personally served on the said agent or any member of the said committee of agency or if given left or served according to the provisions of the said agreement of the 2nd of February 1859.

*As to the determination of the Contract.*

64. Under or by virtue of an Indenture, dated the 17th of November 1871 and made between the Secretary of State of the one part and the Company of the other part and the several Indentures in the Act of Parliament therein recited or some or one of them the Company have power to surrender upon the terms and in the manner therein mentioned the railways and works in the said Indenture respectively mentioned (being the railways and works of which the Company are now in possession) and the Secretary of State has power in the events and upon the terms and in the manner in the said Indentures respectively mentioned to terminate the interest of the Company in the same railways and works and to assume possession thereof on behalf of Her Majesty and for the purposes of the Government of India. If the Company shall surrender the last mentioned railways and works or if the Secretary of State shall terminate the Company's interest therein and assume possession thereof under the powers aforesaid this Contract shall thereupon absolutely cease and determine but without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken.

65. If there shall be any breach of the part of the Company (whether by act or omission or default) of any of the stipulations or provisions of this Contract on the part of the Company to be performed or observed and the Company shall fail to remedy effectually any such breach as aforesaid within six calendar months after notice in writing to remedy the same shall have been given to the Company in England by the Secretary of State he may on or at any time after the expiration of the six calendar months last aforesaid determine this contract by giving to the Company in England notice in writing of such determination.

66. Upon the determination of this Contract under either of the two clauses lastly hereinbefore contained or by effluxion of time the Company shall give to the Secretary of State possession of the undertaking together with the rolling stock plant and machinery belonging thereto and all stores in hand or in course of delivery on the day of the determination of the Contract and all plans books surveys sections printings writings and documents whatsoever in any wise connected with the undertaking and all other property (if any) belonging or appertaining thereto and shall pay to him all moneys in their possession on account of the undertaking. And after such possession shall have been given and after all moneys which under this Contract shall have become payable to the Secretary of State shall have been duly paid the Secretary of State shall be bound to indemnify the Company their property and effects against all such debts and liabilities (if any) as they

of Railway Accounts or some other person to be named by the Secretary of State or in case of their being unable to agree to a referee to be named by them. The costs of any such reference shall unless the Secretary of State shall otherwise direct be treated as part of the working expenses of the undertaking.

36. The accounts of the Company in relation to its expenditure and receipts in India, England and elsewhere shall from time to time be audited on behalf of the Secretary of State by such person or persons as he shall from time to time appoint as well as on behalf of the Company and the Company shall produce to the auditors or auditor so appointed by the Secretary of State all vouchers books accounts papers and documents of the Company necessary for the purpose of audit and afford to them or him all facilities requisite for the performance of their or his duties. Amongst the functions of the auditors or auditor shall be included the duty of seeing that expenditure is charged and revenue applied in accordance with the provisions of this Contract. Any correction made in the accounts by any person or persons who shall be acting as joint auditor or joint auditors on behalf of both the Secretary of State and of the Company shall be conclusive. If consequent on the audit of any auditor acting exclusively on behalf of the Secretary of State the Secretary of State shall require any alterations to be made in the accounts and the Company shall object to alterations the matter in difference shall be referred for final decision to two persons one to be named by the Secretary of State and the other to be named by the Company and in case such two persons shall be unable to agree then to an umpire to be named by the referees. The necessary costs of any such reference as last aforesaid shall be included in working expenses.

*As to the working expenses and the application of the receipts of the undertaking.*

37. The working expenses of the undertaking shall be paid out of the gross receipts of the undertaking (including in such receipts all moneys received by the Company from the use and working of the telegraphs and telegraphic appliances provided for the Company under this contract) and shall so far as possible be borne by the gross receipts of the half-year to which such working expenses are properly attributable.

38. Working expenses shall include all costs and expenses incurred by the Company with the sanction of the Secretary of State in or about the maintenance management and working of the undertaking and all other sums if any proper to be allowed out of revenue in connection with the conduct management or working of the undertaking or in connection with the conduct of the affairs of the Company and which shall be sanctioned by the Secretary of State.

In the working expenses of the undertaking there shall be reckoned—  
 (1) Such portion of the general charges mentioned in the 33rd clause of this contract as are properly chargeable to Revenue.  
 (2) All expenditure incurred by the Company with the sanction of the Secretary of State or by the Secretary of State in keeping the

attributable to that half-year shall be applied in the following manner and in the following order:—

- (1) In payment of such sums (if any) as according to the rules for the time being in force of the State Railway Provident Institution hereinbefore mentioned shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of that Institution and being contingent on the amount of the receipts of the undertaking which remain after the payments hereinbefore directed to be made thereout shall have been made.
- (2) In payment to the Secretary of State of the interest at 5 per cent. per annum on money standing to the debit of the Capital Advance Account and Capital Account and Stores Account respectively.
- (3) And the surplus (if any) shall be applied in manner following (that is to say) four-fifth parts thereof shall belong to the Secretary of State and one-fifth part thereof shall belong to the Company and shall as soon as ascertained be paid over to the Company in India.

If in any half-year the net receipts of the undertaking shall not be sufficient to meet the payments hereinbefore directed to be made thereout before the division of the surplus the deficiency shall be a charge upon the surplus net receipts of subsequent half-years and may be retained by the Secretary of State out of the surplus net receipts of any subsequent half-year or half-years before division of profits between the Secretary of State and the Company.

### *As to running Powers and other facilities and accommodation for other Railways.*

40. The Secretary of State may from time to time require the Company to allow the use of the railways forming part of the undertaking for the passage of engines and trains from or to other railways of the same gauge upon the payment of reasonable tolls and under reasonable conditions and restrictions.

41. The Secretary of State may from time to time require the Company to supply other railways with any of the rolling stock of the undertaking which shall not for the time being be required for the purposes thereof upon reasonable terms and conditions.

42. The Secretary of State may from time to time require the Company to execute work in the workshops of the undertaking in respect of rolling stock and machinery belonging to State railways at such reasonable prices and upon such terms as shall be agreed upon between the Secretary of State and the Company but so nevertheless as not to impede or unduly interfere with the ordinary operations of the Company in respect of the undertaking.

Rutlam Railway (as described in the said Indenture of the 5th day of October 1893), which said railways together with all branches, extensions, improvements, and additions thereto and all other State Railways (if any) for the time being worked and maintained as part of the undertaking described in the said Indenture of the 24th day of September 1884, are herein-after called "the State Railways" except that if any part or parts of the said railways shall be re-transferred to the Secretary of State under the provisions of any of the said Indentures or of these presents, then as from the date of any such re-transfer the expression "the State Railways" shall not include any part or parts so re-transferred.

And whereas by an Indenture dated the 4th day of June 1896, and made between the Secretary of State of the one part and the Company of the other part, the Company agreed to work, manage, and maintain on the terms and under the provisions in the said Indenture contained, and until the termination of the Contract contained in the said Indenture of the 24th day of September 1884, a railway then proposed and since constructed from Ahmedabad to Prantej, with an extension to Ahmednagar, and with a further extension in certain events which have not yet happened to Udaipore, which said railway together with all branches, extensions, improvements, and additions thereto for the time being worked and maintained under and subject to the provisions of the said Indenture of the 4th day of June 1896 or any modification thereof, are herein-after called the "Ahmedabad-Prantej Railway."

And whereas by an Indenture dated the 30th day of October 1896, and made between the Secretary of State of the one part and the Company of the other part, the Company agreed to work, manage, and maintain, on the terms and under the provisions in the said Indenture contained and until the termination of the Contract contained in the said Indentures of the 21st day of November 1855 and the 2nd day of February 1859, a railway then proposed and since constructed from Surat to Nundarbar, and thence to Amalner, which said railway, together with all branches, extensions, improvements, and additions thereto, for the time being worked and maintained under and subject to the provisions of the said Indenture of the 30th day of October 1896, or any modification thereof, are herein-after called the "Tapti Valley Railway."

And whereas a Company has been or is about to be formed for the construction of a railway from outside the western fence of the said Rajputana-Malwa Railway Station at Sabarmati to Dholka in Guzerat, and it is proposed that the Secretary of State should enter into agreements with the Company as aforesaid and with the Company party hereto, under which the Company party hereto shall undertake to work, manage and maintain the said proposed railway during the continuance of this Contract on terms substantially similar to those contained in the said Indenture of the 4th day of June 1896, as modified by these presents; and it has been agreed that, if such Contracts as aforesaid are entered into, these presents shall apply to the said railway, which said railway together with all improvements thereto for the time being worked and maintained under and subject to the provisions

line of railway so accepted and worked shall henceforth be and form part of the undertaking and all the clauses and provisions herein contained shall be applicable thereto with such variations only (if any) as may be necessary to make them consistent with the terms to be specially agreed upon as last aforesaid or to be settled by arbitration as hereinafter mentioned.

49. If the Secretary of State shall at any time before the determination of this contract give to the Company three months' notice in writing requiring them to work the line of railway for the time being existing between Achnera and Multara the Company will from the determination of the said notice and during the continuance of this contract work the said line of railway upon terms to be agreed upon between the Secretary of State and the Company. But except by express agreement between the Secretary of State and the Company the last mentioned line of railway shall not form part of the undertaking and the working thereof shall not be included in this contract except so far as relates to the determination by arbitration (if the parties shall not agree) of the terms upon which it is to be worked.

50. The Company shall if and when required so to do by the Secretary of State accept and during the continuance of this contract work upon terms to be specially agreed upon in each case any lines of railway of the same gauge which may be constructed by or on behalf of any allied tributary or foreign State in connection with any of the railways comprised in the undertaking but the lines of railway accepted and worked as last aforesaid shall not form part of the undertaking.

### *The Company to comply with the requirements of the Secretary of State.*

51. The Company shall with all reasonable speed comply with all such requirements as the Secretary of State shall from time to time make in accordance with this contract.

### *As to the supervision and control of the Secretary of State.*

52. In all matters relating to the undertaking and not herein specially provided for the Company shall be subject to the supervision and control of the Secretary of State. The Secretary of State shall be entitled to charge half-yearly for his supervision audit and control of the Company such a sum as he shall think fit not exceeding the rate of four rupees per mile of railway forming part of the undertaking for the time being open for traffic and such sum shall be charged to Revenue.

53. For the purposes of inspecting the undertaking and auditing the accounts of the Company or otherwise exercising such supervision and control as are intended to be reserved to the Secretary of State by this contract the Secretary of State may from time to time appoint such person or persons as he may think proper with such powers as he may consider necessary or expedient and the Company shall afford every person so appointed all reasonable facilities for the purpose of enabling him to perform the duties entrusted to him by the Secretary of State.

*Duration of Contract.*

3. The provisions of this Contract herein-after contained shall come into force as on and from the 1st day of July 1900, and its contract shall continue in force until the 31st day of December 1905, unless the said Contract of the 24th day of September 1884 be previously determined, in which event this Contract shall terminate with that Contract.

*Accounts.*

4. In the accounts kept by the Company of the gross earnings of each component section of the Company's railway system in accordance with the provisions of the Contract relating to such component section, the gross earnings of any line or lines of a different gauge from that of the main line of the component section of the said system to which such line or lines belong shall be distinguished from the other gross earnings of such component section.

5. (1) The Company shall keep a General Working Expenses Account for the whole of the Company's Railway system.

(2) Such account shall contain an account of the working expenses of the Company's Railway system, except the working expenses of any line or lines of a different gauge from that of the main line of the component sections of such system to which such line or lines belong, and except the charge which the Secretary of State is entitled to make for the supervision, audit, and control of the Company, in respect of the undertaking mentioned in the said Indenture of the 24th day of September 1884 under Clauses 38 (10) and 52 of that Contract.

(3) The expenses to be entered in the said Account as working expenses shall be all such sums, charges, and expenses (with the exceptions aforesaid) as under the provisions of the Contracts for the time being in force regulating the working, management, and maintenance, by the Company of the Company's Railway system are treated as working expenses.

(4) The said Account shall be made up half-yearly to the 30th June and the 31st December in each year or to such other days as the Secretary of State shall from time to time prescribe, and shall be regularly submitted by the Company to the Secretary of State who may audit the same either concurrently with or after expenditure, or in both ways as he may think fit, and may in case of any error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to him. Every such account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Secretary of State, but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next or in any subsequent General Working Expenses Account or Accounts as the Secretary of State may determine.

(5) As soon as the General Working Expenses Account for any half-year shall have been settled the working expenses in such Account shall be divided between and attributed to the component sections of the Company's Railway system in proportion to the amounts of the gross earnings of such

58. The Company shall not acquire either absolutely or for any limited estate any land situate in the dominions of any allied tributary or foreign State, or any rights, or easements in over or in respect of any land so situate. The expression "land" includes as regards the operation of this clause buildings lands and all other hereditaments of whatever description. This clause does not apply to any land of which possession may be given to the Company by the Secretary of State.

59. No communication or negotiation of any kind in respect of any matter whatever shall be made or conducted by or on behalf of the Company to or with the Government of any allied tributary or foreign State or with any officials of any such Government as last aforesaid except under the control of the Government of India and in such manner and under such rules as the Government of India shall from time to time direct in that behalf.

60. If in the opinion of the Secretary of State any land for the time being in the possession of the Company shall not be required for the purposes of the undertaking the Secretary of State shall certify such opinion to the Company. Upon receipt of the said certificate or so soon thereafter as may be the Company shall state in writing whether they acquiesce in the opinion of the Secretary of State or whether they object thereto and if so the grounds of their objection. If no objection is stated by the Company or if the grounds of their objection if any are not in the opinion of the Secretary of State sufficient the Company shall upon the requisition of the Secretary of State go out of possession of the land in question and the Secretary of State shall be exclusively entitled to possession thereof.

61. The Company shall if required by the Secretary of State maintain and manage the State Railway Provident Institution for the benefit of the persons employed upon the undertaking upon such terms and under such rules and regulations as shall from time to time be approved by the Secretary of State.

62. Any notice direction requisition appointment certificate of opinion approval or sanction to be given or signified on the part of the Secretary of State for any of the purposes of this contract shall be sufficient and binding if in writing signed by the Secretary of State or one of his Under Secretaries or by a Secretary of Government in India or by any other officer or servant duly authorised to act on behalf of the Secretary of State in respect of the matters to which the same shall relate and the Secretary of State shall not in any case be bound in respect of the matters aforesaid unless by some writing signed in the manner before mentioned.

63. The Company shall at all times during the continuance of this Contract keep an office established at Bombay and shall keep at the said office an authorised agent or committee of agency with whom the Secretary of State and the Government of India, or other officer or officers deputed in that behalf may communicate on affairs concerning the undertaking and all drafts drawn and receipts given by the said agent or committee of agency or under his or their authority on behalf of the Company concerning the undertaking and the affairs thereof shall be binding on the Company and every notice to

- Railways for the time being open for traffic, as may be required by the Secretary of State to cover the costs and charges of and incidental to the supervision, audit, and control of the Company in respect of the said State Railways by the Secretary of State;
- (2) In payment of such sums (if any) as, according to the rules for the time being in force of the State Railway Provident Institution, shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of that Institution, and being contingent on the amount of the receipts of the undertaking which remain after the payments which, under the provisions of this Contract and Clause 38 (8) of the said Indenture of the 24th day of September 1884, are to be included amongst the working expenses in the General Working Expenses Account for such half-year;
  - (3) In payment of the percentage on the capital expenditure of the Company on the rolling stock purchased by the Company for the purposes of the Godhra-Rutlam Railway mentioned in and provided for by Clause 4 of the said Indenture of the 5th day of October 1893;
  - (4) In payment to the Secretary of State of interest at 4 per cent. per annum on the money standing to the debit of the Capital Account and Stores Account kept under the provisions of the said Indenture of the 16th day of March 1888, and of interest at 5 per cent. per annum on money standing to the debit of the Capital Advance Account and Capital Account and Stores Account kept under the provisions of the said Indenture of the 24th day of September 1884;
  - (5) And the surplus (if any) shall belong to the Secretary of State.

The provisions of this clause and of Clause 5 hereof shall be substituted for and supersede Clauses 33, 37, 38 and 39 of the said Indenture of the 24th day of September 1884, and Clause 6 of the said Indenture of the 16th day of March 1888, except that Clauses 33 and 38 of the former Indenture shall continue in force for the purpose of ascertaining what sums are to be considered as working expenses in respect of the State Railways.

*As to the re-transfer of portions of the State Railways.*

8. In addition to the power conferred upon the Secretary of State by Clause 9 of the said Indenture of the 24th day of September 1884, the Secretary of State may from time to time or at any time during the continuance of this Contract; request the Company to re-transfer to him all or any part or parts of either or both of the railways herein-after mentioned that is to say, (1) the said Cawnpore-Achnera Railway with the said Bindraban branch thereof, and (2) the Bhatinda-Ferozepore section of the railway from Rewari to Ferozepore mentioned in the said 9th Clause of the said Indenture, and the



may have incurred with the sanction of the Secretary of State and which shall be then subsisting.

67. The moneys payable to the Company under clause 39 shall not be deemed to the receipts of the Company as between the Secretary of State and the Company within the meaning of any Act or Contract.

#### *Arbitration.*

68. If the Secretary of State and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract or if in any case not herein specially provided for any dispute question or controversy shall at any time arise between the Secretary of State and the Company touching these presents or any clause or thing herein contained or the construction hereof or any matter connected with these presents or the operation hereof or the rights duties or liabilities of either party in relation to the premises then and in every such case the matter as to which the Secretary of State and the Company shall fail to agree or the matter in difference as the case may be shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Common Law Procedure Act 1854 or any subsisting statutory modification thereof and upon every such reference the arbitrators and umpires shall respectively have power to examine witnesses upon oath or affirmation and either to fix settle and determine the amount of costs of the reference and award respectively or incidental thereto to be paid by both parties or by either party or to direct the same to be taxed either as between solicitor and client or otherwise and to direct and award where and by and to whom such costs shall be paid and every or any such reference may be made a rule of Her Majesty's High Court of Justice or of the High Court of Judicature at Bombay on the application of the Secretary of State or of the Company and either the Secretary of State or the Company may instruct counsel to consent thereto for the other party.

In witness whereof Sir Robert Montgomery K.C.B., G.C.S.I., and Sir Barrow Herbert Ellis, K.C.S.I., being two Members of the Council of India have hereunto set their hands and seals and the Bombay, Baroda and Central India Railway Company have hereunto caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered by  
 the above-named Sir Robert Montgomery  
 and Sir Barrow Herbert Ellis in  
 the presence of—

*India Office.*

W. H. TREASURE, B. H. ELLIS,

L. S.

L. S.

R. MONTGOMERY,

## INDORE RESIDENCY.

APPENDIX NO. IX.—Page 189.



This Indenture made the First day of February 1901 Between THE SECRETARY OF STATE IN COUNCIL OF INDIA (herein-after called the Secretary of State) of the one part and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY (herein-after called the Company) of the other part.

Whereas by three indentures dated respectively the 21st day of November 1855, the 2nd day of February 1859, and the 17th day of November 1871, of which the first-mentioned was made between the East India Company of the one part and the Company of the other part, and the two last-mentioned were made between the Secretary of State of the one part and the Company of the other part, the Company agreed to construct, and for a term of 99 years determinable as therein mentioned to work, manage, and maintain, on the terms and under the provisions in the said Indentures contained, as one undertaking, lines of railway from Bombay to Surat, thence to Baroda to Ahmedabad, and thence across the Suburmattee River to Verum-gaum and Wadwan, which said lines of railway together with all branches, extensions, improvements, and additions thereto and all other lines of railway, if any, for the time being forming part of the said undertaking, are herein-after called the Bombay and Baroda Railway.

And whereas by four Indentures dated respectively the 24th day of September 1884, the 16th day of March 1888, the 8th day of November 1889, and the 5th day of October 1893, and made between the Secretary of State of the one part and the Company of the other part, the Company agreed to work, manage, and maintain, on the terms and under the provisions in the said Indentures contained, for a term to expire by effluxion of time on the 30th June 1900, but determinable as therein mentioned, as one undertaking, the State Railways herein-after mentioned, that is to say, the Rajputana-Malwa Railway (as described in the said Indenture of the 24th day of September 1884), the Cawnpore-Achnera Railway, together with the Bindrabai branch as part thereof (as described in the said Indentures of the 16th day of March 1888 and the 8th day of November 1889), and the Godhra-

should be paid into the Bank of England to the account of the Secretary of State, and the Company should at the same time deliver to the Secretary of State or his agents on behalf of Her Majesty for the purposes of the Government of India the engines, carriages, stock, plant, and machinery belonging to the said railways and works, and all plans, surveys, sections, books, printings, drawings, writings, and documents whatsoever in any way connected with the undertaking and affairs of the Company, and the Secretary of State should be bound to pay out of the revenues of India in London on the said half-yearly day for the purchase of all the said premises a sum equal to the full amount of all the value (to be calculated as therein mentioned) of all the shares and capital stock in the said Railway Company then issued or created for raising capital for the purposes of the said Indenture of 21st of November 1855 and the said Indenture now in recital or of either of the said Indentures, and should also be bound to indemnify the said Railway Company against all such debts and liabilities (if any) as they might have incurred, to or with the sanction of the East India Company or the Secretary of State as should be then subsisting, and thereupon the covenants contained in the said Indenture of the 21st of November 1855, and the said Indenture now in recital and a certain Indenture dated the 1st of February 1859 therein recited for payment of interest should cease:

AND WHEREAS by an Indenture dated the 17th of November 1871 made between the Secretary of State of the one part and the Company of the other part provision was made for and respecting the construction and working by the Company of an extension line, and it was thereby agreed that when the said extension line should be opened with the sanction of the Secretary of State (which has long since happened), the original lines of the Company and the said extension line should be considered as one undertaking, and then all the clauses of the said Indenture of the 2nd of February 1859 which should apply to the said original lines and every other Contract and stipulation between the Secretary of State and the Company which should then relate to or affect the same lines should have effect as if such extension line were part of the original lines, and also that all the provisions of the said Indentures of the 21st of November 1855 and the 2nd of February 1859 respectively, so far as the same were subsisting and capable of taking effect and were not rescinded or modified as therein mentioned, and in particular the powers of the Secretary of State to purchase the railways and works at any time within six calendar months after the expiration of the first 50 years of the said term, should remain in full force:

AND WHEREAS by an Indenture dated the 14th of May 1886, made between the same parties respectively, it was agreed that a certain branch line of railway and extensions thereof therein mentioned, which had been constructed and where worked by the Company, should be deemed to be part of the general undertaking of the Company, and the Secretary of State and the Company respectively should be in the same positions and under and subject to the same obligations and liabilities, and entitled to the same benefits, advantages, and rights as under the several Indentures therein

of the said proposed Contract or any modifications thereof, are herein-after called the "Sabarmati-Dholka Railway."

And whereas the Company has requested the Secretary of State to extend the duration of the said Contract contained in the said Indenture of the 24th day of September 1884, until the 31st day of December 1905, and the Secretary of State has agreed so to do upon the terms and with the modifications herein-after contained.

Now this Indenture witnesseth and it is hereby agreed as follows:—

### *Interpretation of Terms.*

1. The expression "the Company's railway system" means and includes the railways herein-after mentioned, and consists or shall consist of the following component sections, that is to say:—

(a) The Bombay and Baroda Railway.

(b) The State Railways.

(c) The Ahmedabad-Prantel Railway.

(d) The Tapti Valley Railway.

(e) The Sabarmati-Dholka Railway, if and when the Company shall have entered into a contract with the Secretary of State for the working, maintenance, and management thereof.

(f) Any other line or lines of railway which shall, for the time being, during the continuance of this Contract, be worked and maintained by the Company as a component section of the Company's railway system.

The expression "gross earnings" means and includes, in reference to any component section which is worked under a Contract or Contracts containing a definition of that expression, the gross earnings as defined by such Contract or Contracts, and, in reference to any other component section, the gross earnings derived from the working of the railway or railways included in such section and from all other sources of income which are treated as revenue of such component section under the provisions of the Contract or Contracts relating thereto.

### *Extension of the Contract relating to the Rajputana-Malwa Railway and Contracts co-terminous therewith.*

2. The contract Contained in the said Indenture of the 24th day of September 1884, and every other existing Contract terminating at the same time as that Contract, shall be extended and continue in force subject to the modifications herein-after contained until the 31st day of December 1905, unless the same respectively be previously determined under any provisions therein contained.

Chord and the Palampur-Deesa Railway, the receipts of the said railways for such half-year after deducting working expenses, as mentioned in the 7th clause of the said Indenture of the 1st of February 1901, and also deducting the sums mentioned in sub-clauses (1) and (2) of such 7th clause, and all other charges, if any, to revenue account (not being working expenses) properly attributable to that half-year, and the said expression means as to each of the railways mentioned in the second part of the said Schedule, the gross earnings of such railway for the half-year less the working expenses thereof for the half-year, as calculated under clause 5 (5) of the said Contract of 1st February 1901, and less all other charges, if any, to revenue account (not being working expenses) properly attributable to such half-year.

And the said expression means as to every other railway included in the Company's railway system the gross earnings of such railway for the half-year less all expenses which are treated under the Contracts affecting the same respectively as working expenses thereof for the half-year, and less all other charges, if any, to revenue account (not being working expenses) properly attributable to such half-year.

The expression "gross earnings" means and includes all sums which have heretofore been treated as gross earnings of the undertaking or railway in question in the accounts relating thereto kept by the Company, and does not include any sums payable to any railway by way of rebate, in respect of traffic interchanged between such railway and any other part of the Company's railway system.

## PART I.

2. The Secretary of State under the powers of the East India Loans (Railways) Act, 1905, shall create and issue to the Company on the 31st of December 1905, 3 per cent. India Stock to the amount of 10,089,146l. 8s. 5d. in satisfaction of 9,685,580l. 11s. 3d. part of the said purchase money of 11,685,580l. 11s. 3d. being 100l. of such stock for every 96l. of the purchase money so satisfied. The said stock shall carry interest payable by equal quarterly payments on the 5th of January, the 5th of April, the 5th of July, and the 5th of October, the first quarterly dividend to be paid on the 5th of April 1906, in respect of the period commencing on the 5th of January 1906, and the interest for the five days from the 1st of January to the 5th of January 1906 shall be paid to the Company separately, and the said stock shall be accepted by the Company in satisfaction of the said sum of 9,685,580l. 11s. 3d. part of the said purchase price, and the residue of the said purchase price of 11,685,580l. 11s. 3d. shall be paid or satisfied as herein-after mentioned.

3. The Company's undertaking (herein-after referred to as "the undertaking") and the engines, carriages, stock, plant, and machinery belonging thereto, and all plans, surveys, sections, books, printings, drawings and writings, and documents whatsoever in any way connected with the undertaking, and also all rolling stock, plant, stores, and things, if any, belonging to the Company in use for or pertaining to the Patti Branch, and also the

sections respectively for such half-year other than and except the gross earnings of any line or lines of a different gauge from that of the main line of the section to which such line or lines belong.

(6) The share of all working expenses so attributed in respect of any half-year to any component section and the working expenses for such half-year of all lines (if any) belonging to such section of a gauge different from that of the main line of such section shall be deemed to be and dealt with as the actual working expenses during such half-year of such component section.

(7) The Company shall in respect of each component section keep a separate account of the working expenses of any line or lines of a different gauge from that of the main line of the component section to which such line or lines belong, and such accounts shall be kept in accordance with and subject to the provisions of the Contracts relating to the component section to which such accounts refer.

### *Net Receipts of the Bombay and Baroda Railway.*

6. The moneys to be applied under the provisions of Clause 18 of the said Indenture of the 2nd day of February 1859, or of any modification thereof for the time being in force as net receipts of the Bombay and Baroda Railway for any half-year during the continuance of this Contract shall be the net receipts therein mentioned or referred to, and all other receipts (if any) which for the time being are, or but for this clause would have been applicable as therein mentioned after deducting therefrom the working expenses for such half-year of the Bombay and Baroda Railway to be ascertained as herein-before mentioned, and the whole or that portion of the working expenses for such half-year of any other line or lines for the time being worked by the Company which ought in accordance with the provisions of the Contracts relating thereto to be paid out of such receipts as aforesaid, and all other sums (if any) not being working expenses deductible therefrom in accordance with the provisions of the said clause or any modification thereof for the time being in force.

### *Application of the receipts of the State Railways.*

7. The receipts mentioned or referred to in Clause 39 of the said Contract of the 24th day of September 1884 and all other receipts (if any) which for the time being are or but for this provision would have been applicable as therein mentioned, after deducting the working expenses for such half-year of the State Railways to be ascertained as herein-before mentioned and the whole or that portion of the working expenses for such half-year of any other line or lines for the time being worked by the Company which ought in accordance with the provisions of the Contracts relating thereto to be paid out of such receipts as aforesaid and all other charges (if any) to Revenue Account (not being working expenses) properly attributable to that half-year shall be applied in the following manner and in the following order:—

(1) In payment of such a sum, not exceeding in any half-year 40 rupees per mile of railway forming part of the said State

relation thereto all the duties and obligations imposed upon the Company by the Contracts affecting the same in force before that date.

8. The Company shall, in the management of the Company's undertaking, and with regard thereto, comply with and conform and give effect to the provisions contained in clauses 8, 10, 11, 13, 19, and 28 of the said Indenture of the 2nd of February 1859 and clause 8 of the said Indenture of the 17th of November 1871, so far as such provisions are not inconsistent with any of the terms herein expressed.

9. The several Contracts mentioned in the Schedule hereunder written, and in force immediately before the 31st of December 1905, shall, save as herein provided and notwithstanding the provisions of clause 64 of the Contract of 24th September 1884, clause 27 of the Contract of 30th October 1896, clauses 2 and 3 of the Contract of 1st February 1901, and clause 26 of the Contract of 18th July 1902, continue in force as from the 31st of December 1905 until determined in pursuance of any of the provisions thereof respectively other than the above-mentioned respective clauses, or until the provisions of Part II of these presents shall be determined.

10. Sub-clauses (3) and (4) of clause 7 of the said Contract of 1st February 1901 shall cease to have effect. Clauses 4, 5, and 6 of the Contract of the 5th of October 1893, and the application thereof by the Contract of the 1st of October 1897 to the last-mentioned Contract, shall cease to have effect. The Company shall, during the continuance of Part II of these presents retain possession for the purposes of these presents of the rolling stock referred to in the said clause 6 and application thereof.

11. The Patri Branch, the Rewari-Phalera Chord, and the Palanpur-Deesa Railway shall continue to be worked by the Company as at present.

12. The net receipts of the undertaking for every half-year shall belong to the Secretary of State.

13. All moneys which the Company shall, with the sanction of the Secretary of State, require for the purposes of Part II of these presents shall be supplied to the Company by the Secretary of State, according to such arrangements as shall from time to time be made between the Secretary of State and the Company.

14. The Secretary of State shall, so long as the provisions of Part II of these presents shall continue in force, pay to the Company in London half-yearly, on the 1st July and 1st January, a sum equal to interest at the rate of 3 per cent. per annum on the sum of 2,000,000*l.*, and also, as soon as may be after the accounts of the Company's system for each year shall be completed, pay to the Company, if this part of these presents shall have continued in operation during the whole of such year, a certain proportion as hereinafter expressed of the amount, if any, by which the aggregate net receipts of the Company's railway system for the two half-years comprised in such year shall exceed the aggregate of the following, namely, (a) 215 lakhs, and (b) the

Company shall re-transfer the same accordingly, and the provisions of Clause 9 of the said indenture shall *mutatis mutandis* extend to and apply to any such re-transfer, and the provisions of Clauses 28 and 31 of the said Indenture shall apply to any re-transfer of all or any part of the Bhatinda-Ferozepore section. In the event of the re-transfer of all or any part or parts of the said Cawnpore-Achnera Railway particulars similar to those mentioned in Clause 28 of the said Indenture of the 24th day of September 1884 shall be entered in the Capital Account of that Railway with this variation that the 1st day of October 1886 shall be substituted in place of the 1st day of January 1885, and the value (to be agreed upon by the Secretary of State and the Company) of any stores re-transferred shall be credited to the Stores Account of that Railway.

*Applications of Gross Earnings of the Ahmedabad-Prantel Railway.*

9. The sum to be paid over to the Company by the Secretary of State in respect of the Ahmedabad-Prantel Railway under the provisions of Clause 23 of the said Indenture of the 4th day of June 1896 for every half-year during the continuance of this Contract shall be a sum equal (subject to the provision herein-after contained) to the working expenses for such half-year of the said Railway to be ascertained as herein-before mentioned less such sums (if any) as the Secretary of State is entitled to return under Clause 25 of the said Indenture, provided always that such sum is not in any year to exceed 44 per cent. of the gross earnings of the said Railway for that year, and Clause 23 of the said Indenture shall be modified accordingly.

*Application of Gross Earnings of the Tapti Valley Railway.*

10. The sums to be paid over to the Company by the Secretary of State in respect of the Tapti Valley Railway under the provisions of Clause 23 of the said Indenture of the 30th day of October 1896 for every half-year during the continuance of this Contract shall be a sum equal (subject to the provisions herein-after contained) to the working expenses of such half-year of the said Railway, to be ascertained as herein-before mentioned, less such sums, if any, as the Secretary of State is entitled to retain under Clause 25 of the said Indenture, provided always that such sum shall not in any year exceed 44 per cent. of the gross earnings of the said Railway for that year, and Clause 23 of the said Indenture shall be modified accordingly.

*Time for Commencement of Rebate to the Tapti Valley Railway.*

11. The date from which the Secretary of State shall be entitled to retain the sums mentioned in Clause 25 of the said Indenture of the 30th day of October 1896 by way of rebate shall be the 30th day of June 1900, and Clause 25 of the said Indenture shall be modified accordingly.

*Arbitration Clause.*

12. If the Secretary of State and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract,



system, agree upon any other scale or basis of remuneration to the Company for their services under Part II of this present Contract, or any of such services, for the whole or any part of the period of such agreement to be paid or allowed to the Company by the Secretary of State, and any recompment which ought thereunder to be made by the Company to the Secretary of State, shall be paid, allowed, made, and adjusted after such agreement shall have come into operation or as shall be thereby provided.

17. The Company shall, so long as the provisions of Part II of these presents shall continue in force, keep all accounts relating to the Company's railway system, and every part thereof, and all lines worked by the Company, in accordance with the present practice and the several Contracts now in force relating thereto.

18. The foregoing provisions of Part II of this Contract shall continue in force until a further contract between the parties for the working of the Company's system by the Company, on behalf of the Secretary of State, shall come into operation (all necessary powers for that purpose having been previously obtained by the Company from Parliament), or until the determination of the said Part II by three calendar months' notice, expiring on or after the 1st of April 1907, as hereinafter provided.

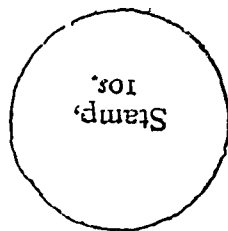
### PART III.

19. Upon a contract being entered into by the Company and the Secretary of State for the working by the Company of the Company's railway system for a further term of years, determinable as may be agreed, and upon such conditions as shall be agreed, the Company shall issue new capital stock to the amount of 2,000,000*l.* and shall allot the same as fully paid up to shareholders of the Company in satisfaction of an equal nominal amount to which they would be entitled of the said purchase money of 11,685,580*l.* 11*s.* 3*d.* and the Secretary of State shall guarantee payment to the Company during such term of the amount of interest on the said new capital stock at the rate of 3 per cent. per annum, and of such remuneration by way of share of earnings or otherwise as shall be agreed, and in consideration of such guarantee and of the premises the Secretary of State shall be discharged and released by the Company from payment of the 2,000,000*l.* balance of the said purchase price remaining after the issue of India stock mentioned in clause 2 of these presents.

20. If such new Contract as aforesaid shall not have been entered into on or before the 31st of December 1906, either of the said parties hereto shall be at liberty, by giving three calendar months' notice in writing, expiring on or at any time after the 1st of April 1907, to determine Part II of this Contract, whereupon the Secretary of State shall pay to the Company in cash the said sum of 2,000,000*l.*, and the Company shall give to the Secretary of State possession of the Company's undertakings with the rolling stock, plant, machinery, and appliances belonging thereto, or then used for

INDORE RESIDENCY.

APPENDIX No. X, Page 189.



THIS INDENTURE, made the 27th day of December 1905  
BETWEEN THE SECRETARY OF STATE IN COUNCIL  
OF INDIA (hereinafter called "the Secretary of State")  
of the one part, and THE BOMBAY, BARODA AND  
CENTRAL INDIA RAILWAY COMPANY (hereinafter called  
"the Company") of the other part.

WHEREAS by an Indenture dated the 2nd of February 1859, made  
between the Right Honourable Edward Henry Stanley, commonly called Lord  
Stanley, and others, being the Secretary of State in Council of India, of the  
one part, and the Company of the other part, provisions were made for secur-  
ing to the Company a right to and possession of their railway therein men-  
tioned for the term of 99 years from the 1st of May 1855, determinable as  
therein mentioned, and divers other provisions relating to the Company's  
undertaking. And it was by clause 22 thereof agreed that at any time within  
six calendar months after the expiration of the first 50 years of the said term  
or 99 years it should be lawful for the Secretary of State to give notice to the  
Company of his intention to purchase on behalf of Her Majesty for the  
purposes of the Government of India the railways and works constructed and  
to be constructed under the said Indenture and an Indenture of the 21st of  
November 1855 therein recited, together with the stations and telegraphs  
(if any) and the engines, carriages, stock, plant, and machinery belonging  
to the said railways and works, but subject to such debts and liabilities as  
therein mentioned, and to interest on such of the said debts as carried  
interest from the day on which possession should be taken of the said  
railways but not from any earlier time, and thereupon at the half-yearly  
day next but one following such notice (such half-yearly days being the  
30th of June and the 31st of December) the land provided or to be provided  
by the Secretary of State as therein mentioned with the railways thereon,  
and all buildings, stations, works, fixed machinery, telegraphs, and conve-  
niences whatsoever were to revert to and become the property of Her Majesty  
for the purposes of the Government of India, and in case any lands in Great  
Britain should then be held by the Company for the purpose of their business  
the same should be sold and the clear moneys to be produced by such sale

Bombay, Baroda and Central India Railway Company, have hereunto caused their common seal to be affixed, the day and year first above written.

Signed, sealed and delivered by  
the said two members of the  
Council of India in the presence  
of  
W. H. TREASURE,  
India Office.  
Jas. L. MACKAY.  
F. C. LE MARCHANT.

L. S.

L. S.

Seal of the  
Bombay, Baroda  
and Central  
India Railway  
Company.

THE SCHEDULE ABOVE REFERRED TO.

THE FIRST PART.

State Railways.

Name of Line.	
Rajputana-Malwa Railway	24th September 1884.
Cawnpore-Achnera Railway	16th March 1888.
Bindraban Branch	8th November 1889.
Godhra-Ruilam Railway	5th October 1893.
Ruilam-Nagda Railway	1st October 1897.
All the above lines	

THE SECOND PART.

Railways belonging to other Companies.

Name of Line.	
Ahmedabad-Prantaj Railway	4th June 1896.
Tapti Valley Railway	30th October 1896.
Ahmedabad-Dholka Railway	18th July 1902.
All the above railways	

for such payment), the same shall be paid or satisfied in manner hereinafter mentioned :

AND WHEREAS the Godhra-Baroda Chord, and the rolling stock, plant, stores, and things, if any, belonging to the Company in use for or pertaining to the Patri Branch, and also the rolling stock respecting the taking of which by the Secretary of State provision is made by the said 6th clause of the said Contract of the 5th of October 1893 and the said Contract of 1st October 1897 as aforesaid, are included in the premises and property purchased by the Secretary of State for the said sum of 11,685,580*l.* 11*s.* 3*d.*:

AND WHEREAS the arrangements hereinafter expressed have been come to for the working of the Company's railway system from and after the 31st of December 1905:

NOW THIS INDENTURE WITNESSETH and it is hereby agreed as follows:—

### *Definitions.*

1. In these presents " The Company's undertaking " means the railways and works constructed under the said Indentures of the 21st of November 1855, the 2nd of February 1859, and the 17th of November 1871 respectively, including the railway comprised or referred to in the said Indenture of the 14th of May 1886, and including all lands provided under the same Indentures respectively, or any of them, and including also the Godhra-Baroda Chord and the buildings, stations, works, fixed machinery, telegraphs, and conveniences belonging to the said railways.

" The Company's railway system " means and includes—

- (1) The railways included in the Company's undertaking as above defined.
- (2) The railways mentioned in the Schedule to these presents.
- (3) Any other line or lines of railway which shall for the time being during the continuance of this Contract be worked and maintained by the Company as a component part of the Company's railway system, including the Patri Branch, the Rewari-Phalera Chord, and the Palanpur-Deesa Railway, and also any railway worked by the Company which belongs to a Native State.

The expression " net receipts " for any half-year means, as to the Company's undertaking, such moneys as in accordance with clause 6 of the Indenture of the 1st of February 1901 mentioned in the said Schedule would be applicable as net receipts of the Bombay and Baroda Railway for the time being under clause 18 of the said Indenture of the 2nd of February 1859 or any modification thereof in force immediately before the 31st of December 1905 ; and the said expression means as to the railways mentioned in the first part of the Schedule hereto, together with the Rewari-Phalera

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rolling stock respecting which provision is made by clause 6 of the Contract of the 5th of October 1893, and the application thereof by the said Contract of the 1st of October 1897 to the last-mentioned Contract, shall, as from the 31st of December 1905, belong to the Secretary of State, and the Company shall execute and do and procure to be executed and done by all necessary persons all instruments and things which may be required to vest the same in the Secretary of State or such person or persons as he shall require. And in case any lands or premises in Great Britain are then held by the Company for the purpose of their business, the same shall be thenceforth held by them in trust for the Secretary of State, and to be disposed of as he shall direct, and until he shall so direct shall not be sold as provided by the 22nd clause of the said Indenture of the 2nd of February 1859, and as from the said 31st of December 1905 all interest payable by the Secretary of State to the Company, or in respect of their existing capital, or under any of the said Indentures of the 2nd of February 1859, the 21st of November 1855, the 1st of February 1859, and the 17th of November 1871, shall cease.

4. The Company shall, on a date to be named by the Secretary of State, pay over to him any moneys in their hands representing unclaimed guaranteed interest and dividends on and in respect of the shares and stock of the Company, and unclaimed interest on debentures, and unclaimed portions of any moneys advanced by the Secretary of State to the Company for the repayment of principal sums secured by any debentures of the Company, and thereupon the Secretary of State shall be bound to indemnify the Company against all claims to the moneys so paid over.

## PART II.

5. During the continuance of Part II of this Contract the Company shall maintain, manage, and work the Company's railway system on the terms herein-after mentioned, and for that purpose shall, from and after the 31st of December 1905 until Part II shall cease to be in operation, retain possession of the railways, works and premises constituting the undertaking, and the rolling stock, plant, machinery, and appliances belonging thereto or then used for the purposes thereof, and the Company shall also be entitled to hold and receive all stores in hand or in course of delivery for the purposes of the undertaking.

6. As soon as may be reasonably possible an inventory of the undertaking and an inventory and valuation of the rolling stock, plant, and machinery belonging thereto, as on the 31st of December 1905, shall be made and signed by or on behalf of the Secretary of State and the Company, the valuation being based on the sums outstanding on that day on the Company's capital account.

7. During the period aforesaid the Company shall, save as herein expressed, maintain, manage and work the undertaking and every part thereof in the same manner as the same was maintained and worked by them immediately before the 31st of December 1905, and shall observe and perform in

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amount of interest accrued due in such year on further capital, if any, which shall for the time being have been provided by the Company with the sanction of the Secretary of State, or by the Secretary of State, for the purposes of the Company's railway system beyond the said sum of 2,000,000/.

The said proportion shall be as follows, that is to say: if such excess shall not exceed ₹15,00,000, then one-tenth part of such excess; if such excess shall exceed ₹15,00,000, but not exceed ₹30,00,000, then one-tenth of the first ₹15,00,000 of such excess, and one-fifteenth part of the residue of such excess; and if such excess shall exceed ₹30,00,000, then one-tenth of the first ₹15,00,000 of such excess, and one-fifteenth of the next ₹15,00,000, and one-twentieth part of the residue of such excess.

15. If Part II of this Contract shall be determined at any other date than on the 31st of December in any year, then the Secretary of State shall, as soon as may be after the accounts of the Company's railway system for the portion of the year elapsed before the date of such determination shall have been settled, pay to the Company a proportion of the amount, if any, by which the net receipts of the Company's railway system for such portion of a year shall exceed the aggregate of the following amounts, namely:—

(a) An apportioned part of 215 lakhs in the ratio which the said portion of a year shall bear to a full year.

(b) The amount of interest accrued due in respect of the said portion of a year on any further capital, if any, which shall for the time being have been provided by the Company with the sanction of the Secretary of State, or by the Secretary of State, for the purposes of the Company's railway system beyond the said sum of 2,000,000/.

The said proportion shall be as follows, that is to say: If such excess shall not exceed a sum bearing the same proportion to ₹15,00,000 as the length of the said portion of a year shall bear to a full year (which sum is hereinafter called the first sum) then one-tenth part of such excess; if such excess shall exceed the first sum but shall not exceed a sum bearing the same proportion to ₹30,00,000 as the said portion of a year bears to a full year (which sum is hereinafter referred to as the second sum); then one-tenth of the amount of the first sum and one-fifteenth part of the residue of such excess, and if such excess shall exceed the second sum, then one-tenth of the amount of the first sum and one-fifteenth of the amount of the difference between the second sum and the first sum and one-twentieth part of the residue of such excess.

16. The sums so to be paid by the Secretary of State to the Company as aforesaid shall be accepted by them in and as full satisfaction and remuneration for the performance by the Company of all the duties and obligations undertaken by them under Part II of this Contract with reference to the Company's railway system. Provided always, that in substitution for the remuneration provided by clauses 14 and 15 hereof, the parties may, in any further Contract to be entered into by them for the working of the Company's



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1. Name of the person	2. Name of the person	3. Name of the person	4. Name of the person	5. Name of the person	6. Name of the person	7. Name of the person	8. Name of the person	9. Name of the person	10. Name of the person	11. Name of the person	12. Name of the person	13. Name of the person	14. Name of the person	15. Name of the person	16. Name of the person	17. Name of the person	18. Name of the person	19. Name of the person	20. Name of the person	21. Name of the person	22. Name of the person	23. Name of the person	24. Name of the person	25. Name of the person	26. Name of the person	27. Name of the person	28. Name of the person	29. Name of the person	30. Name of the person	31. Name of the person	32. Name of the person	33. Name of the person	34. Name of the person	35. Name of the person	36. Name of the person	37. Name of the person	38. Name of the person	39. Name of the person	40. Name of the person	41. Name of the person	42. Name of the person	43. Name of the person	44. Name of the person	45. Name of the person	46. Name of the person	47. Name of the person	48. Name of the person	49. Name of the person	50. Name of the person	51. Name of the person	52. Name of the person	53. Name of the person	54. Name of the person	55. Name of the person	56. Name of the person	57. Name of the person	58. Name of the person	59. Name of the person	60. Name of the person	61. Name of the person	62. Name of the person	63. Name of the person	64. Name of the person	65. Name of the person	66. Name of the person	67. Name of the person	68. Name of the person	69. Name of the person	70. Name of the person	71. Name of the person	72. Name of the person	73. Name of the person	74. Name of the person	75. Name of the person	76. Name of the person	77. Name of the person	78. Name of the person	79. Name of the person	80. Name of the person	81. Name of the person	82. Name of the person	83. Name of the person	84. Name of the person	85. Name of the person	86. Name of the person	87. Name of the person	88. Name of the person	89. Name of the person	90. Name of the person	91. Name of the person	92. Name of the person	93. Name of the person	94. Name of the person	95. Name of the person	96. Name of the person	97. Name of the person	98. Name of the person	99. Name of the person	100. Name of the person
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